

## Lincoln County

66025

## RECORDING REQUESTED BY

When Recorded Mail to  
**Nevada National Bank****PIOCHE OFFICE**

P. O. BOX 247

PIOCHE, NV. 89043

RECEIVED AND FILED AT REQUEST OF  
**NEVADA NATIONAL BANK**

OCT. 12, 1979

AT 30 MINUTES PAST 3 O'CLOCK

P.M. BOOK 33 OF OFFICIAL

RECORDS PAGE 93 LINCOLN

COUNTY, NEVADA.

CC JNL L.C.P.R.

Space Above this Line for Recorder's Use

*Larry R. Stever***DEED OF TRUST & ASSIGNMENT OF RENTS**THIS DEED OF TRUST, Made this 9th day of OCTOBER, 1979 betweenLARRY R. STEVER AND JULIEANN STEVER, husband and wife as Joint Tenants. - - -whose address is P. O. BOX 202 PIOCHE NEVADA 89043

NUMBER &amp; STREET

CITY

STATE

herein called TRUSTOR, NEBACO, Inc., a Nevada corporation, herein called TRUSTEE, and NEVADA NATIONAL BANK PIOCHE, RR., a National banking association, organized and existing under and by virtue of the laws of the State of Nevada, herein called BENEFICIARY. It is distinctly understood that the word "Trustor" and the words "he", "his" or "him" referring to the Trustor, as herein used, are intended to and do include the masculine, feminine and neuter genders and the singular and plural numbers as indicated by the context.)

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with power of sale, that property in County, Nevada, described as:

ALL OF LOTS NUMBERED SEVEN (7) AND EIGHT (8) IN BLOCK NUMBERED THIRTY NINE (39)  
IN THE TOWN OF PIOCHE, COUNTY OF LINCOLN, STATE OF NEVADA, TOGETHER WITH ALL  
IMPROVEMENTS THEREON CONSISTING OF A SINGLE FAMILY RESIDENCE. - - -

TOGETHER WITH, all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the reversion, and reversions, remainder and remainders, rents, issues and profits thereof, royalties and payments arising or accruing by reason of any oil, gas or mineral lease thereof, and installments of money payable pursuant to any agreement for sale of said property or any part thereof, SUBJECT, HOWEVER, to the right, power, and authority given to and conferred upon Beneficiary by paragraph (13) of the provisions incorporated herein by reference to collect and apply such rents, issues, profits, royalties, payments and installments of money as they become due and payable. It is specifically understood and agreed, without affecting the generality of the foregoing, that all gas, electric, heating, cooling, cooking, air-conditioning, refrigeration and plumbing appliances and equipment, which are now in or which may hereafter be attached to, or built-in in any building or improvement now or hereafter on said real property, shall be deemed fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned.

FOR THE PURPOSE OF SECURING: 1. Payment of the sum of \$ 17,200.00 - - -  
with interest thereon, according to the terms of a promissory note or notes of even date herewith, made by Trustor, payable to the order of the Beneficiary, and extensions or renewals thereof. 2. Payment of such additional sums with interest thereon, as may hereafter be borrowed from the Beneficiary by the then record owner or owners of said property when evidenced by another Promissory note or notes. 3. Payment, with interest thereon, of any other present or future indebtedness or obligation of the Trustor (or of any successor in interest of the Trustor to said property) to the Beneficiary, whether created directly or acquired by assignment, whether absolute or contingent, whether due or not, whether otherwise secured or not or whether existing at the time of execution of this Deed of Trust, or arising thereafter, when evidenced by promissory notes stating that said notes are secured hereby. 4. Performance of each agreement of Trustor herein contained.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the note or notes secured hereby, that he will observe and perform all provisions; that the note and other obligations therein referred to shall be deemed to mean the obligations secured by this Deed of Trust; that the property herein referred to shall be deemed to mean the property affected by this Deed of Trust; that the terms "Trustor", "Beneficiary", and "Trustee", as used therein shall be deemed to mean the Trustor, Beneficiary, and Trustee, respectively, under this Deed of Trust; and Trustor acknowledges that he has read the copy of said provision (1) to (17), inclusive, set forth on the reverse and understands the same.

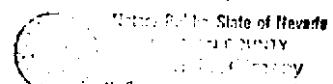
The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address herein-before set forth.

## SIGNATURE OF TRUSTOR

*Larry R. Stever*  
*Julieann Stever*STATE OF NEVADA  
COUNTY OF LINCOLNOn this 12th day of October, 1979,personally appeared before me, a Notary Public, Larry R. Stever and Julieann Stever who acknowledged

that he executed the above instrument.

NOTARY PUBLIC



## **Lincoln County**

**TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:**

(1) To keep said property in good condition and repair, not to remove or demolish any buildings thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, and to pay when due all claims for labor performed and material furnished thereto; and, if the lessee secures heirs or any part thereof, he may obtain for the benefit of the leasehold interest in said property, and the lessee shall also agree, anything in the Deed to the contrary notwithstanding (as to complete same in accordance with plans and specifications satisfactory to Beneficiary); (b) to allow, hereinafter, any inspection of property at all times during construction, or to replace any tools or materials unsatisfactory to Beneficiary, within fifteen (15) calendar days after written notice from Beneficiary of such fact, which notice may be given to the Trustee by certified mail, sent to his last address, or by personal service on the trustee, (c) that work shall not cease on the construction of such improvements for any reason whatsoever for a period of fifteen (15) calendar days, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereto, not to commit or permit waste thereon, nor to commit or suffer or permit any upon said property in violation of law, to cultivate, irrigate, fence, cultivate, plow and do all other acts which from the character of use of said property may be reasonably necessary, the specific encumbrances herein not excepting the general. The Trustee, upon presentation to it of an affidavit signed by Beneficiary setting forth facts showing a default by Trustee under this paragraph, is authorized to accept as true and conclude all facts and statements therein, and to act without further demand.

(2) To provide and maintain in force at all times, fire and other types of insurance as may be required, each in an amount satisfactory to, and with **Lou** Payable to said Beneficiary. Said insurance Policies shall be in form and content and for such term, and in such corporations as may be satisfactory to the Beneficiary, and shall be delivered to and kept in possession of Beneficiary as full securities for the faithful performance of these trusts.

All least six (6) days prior to the expiration of any said insurance policy, a policy or policies renewing or extending said expiring insurance shall be delivered to said Beneficiary together with a receipt showing payment of the premium due therefor. By executing this instrument of Trust the testator specifically requests the Beneficiary to obtain reinsurance in the event any and all insurance policy and a receipt for payment of the premium therefor be not so delivered to said Beneficiary. The testator further directs that the Beneficiary shall be entitled to receive the original and the copy(ies) of any such insurance and the payment of the premium therefor by the Beneficiary, and not the trustee, from the insurance company or companies of which the testator may be a subscriber. Neither trustee nor any non-distributary shall be responsible for the collection or for the collection of any insurance premium or any indemnity of any insurer's or surenderer's underwriting risk and all unexpired premiums shall remain for the benefit of, and pass to the persons named as beneficiaries hereof at the testator's sole discretion.

The amount collected under any life or other insurance policy may be applied by Beneficiary upon any indebtedness secured herein, and in such order as Beneficiary may determine, at option of Beneficiary, the entire amount so received or any part thereof may be released to Trustee. Such application or release shall not affect or impair any claim of Beneficiary in any estate or action brought to vindicate same.

(ii) appear in and defend any action or proceeding purporting to affect the security hereof or the right or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding, and in any action or proceeding which would affect the security hereof, including but not limited to any condemnation proceeding in which Beneficiary or Trustee may appear or be named and any suit brought by Beneficiary to foreclose the Deed of Trust.

13. The Trustee may, at least ten (10) days before delinquency, call all taxes and assessments affecting any property, including assessments on unpaid principal water, tax, when due, all liens, encumbrances, charges and liens, with interest on said amounts or any part thereof, which appear to be due or superior thereto, all costs, expenses and expenses of collection.

14. The Trustee has the right to make any payments or to do any act, as herein provided, before, during, or after, the term of Trust, but without any obligation so to do and without notice of such action, whether or not the holder of any obligation hereof may make, or do, the same in his or her manner and to whomsoever he or she may choose, and without any expense to the holder of any obligation hereof, to protect the security interest or the rights and powers of Beneficiary or Trustee, by suit, action, or proceeding, or otherwise, in any court, or before any judge, or in the judgment of either appears to be fit in law or equity, and, in exercising any such power, or necessary expenses, every reasonable, chargeable fee, who in the judgment of either appears to be paid in paper or hereto, and, in exercising any such power, or necessary expenses,

(c) To insure the payment of taxes and assessments, which are now or hereafter may be a lien upon the property described in at least ten (10) days before the

13. In the event of default in the payment of any of the interest to be paid under the terms of the Note secured hereby, or this Deed of Trust or in the return of any of the documents and obligations of this Herald to trust then any funds in the possession of the Beneficiaries under the provisions of paragraph 11, hereof, the right of Beneficiary shall be applied to the payment of principal and/or interest upon the obligation secured hereby, in lieu of being applied to any of the purchases of which the fund established under paragraph 11 is established.

**ARTICLE 19. Award of damages in connection with any condemnation for public use or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary when applicable, release such money I received by him in the same manner and with the same effect as above provided for disposition of pre-credited fine or other insurance.**

creds of the other insurance.

(f) If, by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due or all other sums so secured or to declare default for failure so to pay,

(g) At any time from time to time without notice, for the purpose, upon written request of Beneficiary and presentation of this Deed, and

13) At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may, notwithstanding any part of said property, consent to the making of any map or plan thereof, join in granting any easement or join in any extension agreement or any agreement

substantiating the time of charge hereof.

(12) Upon written request of Beneficiary, stating that all sums secured hereby have been paid, and upon surrender of the original of this Deed and said Note, Trustee shall cancel, release and forgive all right, title and interest in and to the property herein held by him under this Deed, without warranty, the property then held by him under the terms and conditions of this Deed, and without any liability or responsibility for any deficiency in the amount of such payment.

quest to retain them? Such request and income-earner shall operate as a reassignment of the rents, issues and profits hereinbefore assigned to Beneficiary.

ident - Party B, herein referred to as "Buyer", will pay to Trustor, an amount equal to the sum of the principal amount of any indebtedness so secured by or in performance of any agreement between Buyer and Trustor, and all interest and dividends of such, as they become due and payable upon such deposit. Beneficiary may, at any time without notice, either in person or by attorney, require to be appointed by a court, and without regard to the adequacy of any security for the indebtedness herein referred to, enter and take possession of such property or any part thereof in full satisfaction of all sums due thereon, and expenses of removal of such rents, issues, profits, royalties, payments and installments of money, including those of public, reasonable attorney's fees and expenses, and indebtedness secured by the property and/or any other property of Buyer.

(35) **Bookendorsement.** From time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder which instrument executed and acknowledged by Beneficiary and recorded in the office of the recorder of the county or counties where said property is situated shall be conclusive proof of proper substitution of such successor Trustee or Trustees who shall, without conveyance from the last Trustee predecessor, succeed to all title, estate, rights, powers and duties. Said instrument shall contain the name of the original Trustee, Trustee and Beneficiaries, heretofore, the book and page where recorded, the date of record, and the name and address of the new Trustee. If no title of said shall have been recorded, if the power of substitution cannot be exercised until after the costs, fees and expenses of the then existing Trustee shall have been paid to such Trustee, who shall endear receipt thereof upon such instrument of substitution. The procedure herein provided for substitution of Trustee shall be exclusive of all other provisions for substitutions, statutory or otherwise.

(36) **Trustee.** The word "trustee" includes the benefit of and holds all assets, heretofore, her heirs, legatees, devisees, administrators, executors, successors and

**Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.**