

Lincoln County

DEED OF TRUST

THIS DEED OF TRUST made and entered into this 3 day of July, A.D. 1986, by and between Michael A. Scheel and Kandy L. Scheel, husband and wife as grantors, and Vaughn K. Phillips and Donna M. Phillips, husband and wife, as trustees, and Vaughn K. Phillips and Donna M. Phillips, husband and wife, as beneficiaries.

WITNESSETH: That the grantors, for good and sufficient consideration the receipt of which is hereby acknowledged, hereby convey and warrants unto the trustees and to their successors in trust for the purpose of securing performance of the covenants and agreements herein contained, that certain real property more particularly described as:

A parcel of land situate in the Southwest quarter(SW $\frac{1}{4}$ ) of Section 15, Township 1 North, Range 67 East, Mount Diablo Base and meridian, and described as follows, to-wit:

Beginning at the Northwest corner of Parcel 3 as shown on the Parcel Map of a portion of the SW $\frac{1}{4}$  of said Section 15, prepared at the instance of Vaughn Phillips and Donna Phillips, which plat is recorded in Book "A-1" of Plats at page 227 in the office of the County Recorder of Lincoln County, Nevada, and thence running S. 89°55' 36" E., along the north boundary line of Parcel 2 a distance of 158.22 feet; thence running S. 22°53' W. a distance of 158.92 feet to a point; thence running N. 89°55' 36" W., a distance of 158.22 feet to the Southwest corner of Parcel 3; thence running N. 22°53' E., along the West boundary line of said Parcel 3 a distance of 158.92 feet to the place of beginning.

SUBJECT TO a 20 foot easement for road and utility on the north side of this parcel.

ALSO SUBJECT TO a 15 foot easement for road and utility on the south side of this parcel.

Together with the dwelling house situate thereon and all other improvements.

TO HAVE AND TO HOLD the same unto the trustees as herein provided.

WHEREAS, Grantors are justly indebted to the Beneficiaries upon that certain Promissory Note executed of even date herewith. Said promissory note is attached hereto and designated as Exhibit "A".

THE GRANTORS COVENANTS AND AGREES AS FOLLOWS:

1. To pay said indebtedness and the interest thereon as herein and in said contract provided or according to any agreement extending time of payment, also any other indebtedness due from Grantors to Beneficiaries as hereinabove provided.
2. The following covenants: No's 1, 2 (insurable value) 3, 4, (10%), 5, 6 (default shall be waived if cured within 90 days of breach), 7 (10%) 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.
3. Grantors agrees to assume all property taxes outstanding against the property as of July 1, 1986, and agrees to maintain adequate fire and damage insurance, with the pay clause payable to beneficiaries herein, as their interest may be.

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IN WITNESS WHEREOF, W have hereunto set our hands the day and year  
first above written, same being the effective date of this instrument.

Michael A. Scheel  
Michael A. Scheel

Kandy L. Scheel  
Kandy L. Scheel

STATE OF NEVADA )  
                          )SS.  
COUNTY OF LINCOLN )

On this 3 day of July, A.D. 1986, before me, a Notary Public in  
and for said county and state, personally appeared Michael A. Scheel and  
Kandy L. Scheel, husband and wife, known to me to be the persons described  
in and who executed the foregoing instrument, who acknowledged to me that  
they executed the same freely and voluntarily and for the uses and purposes  
therein mentioned.



Mara L. Condie  
Notary Public

Lincoln County

EXHIBIT "A"

PROMISSORY NOTE

FOR VALUE RECEIVED, We promise to pay to the order of Vaughn K. Phillips and Donna M. Phillips, husband and wife, the principal sum of Thirty-Two Thousand, Five Hundred Dollars ( \$32,500.00 ) with interest thereon from the date hereof until paid at the rate of 9 1/2 percent per annum, both principal and interest payable only in lawful money of the United States of America.

It is understood and agreed, however, that installments of \$302.91, principal and interest, shall be paid on this note, the first of said installments to be paid on the 1st day of September 1986, and one of said installments to be paid on the 1st day of each month thereof until paid in full. Additional payments may be made at any time on the principal of this note with no interest charged on the payment.

In case default be made in the payment of any of said installments of principal and interest at the times and in the manner aforesaid, then such installment or payment, installments or payments, so in default shall be added to and become a part of the principal sum, and for the date when each installment should have been paid until it is paid, it shall bear the same rate of interest as the principal debt, being a part thereof, and at any time during such default, the entire unpaid balance of said principal sum, shall at the option of the holder of this note, and not otherwise, become due and payable, and notice of the exercise of such option is hereby expressly reserved.

If this note be collected by an attorney, either with or without suite, the undersigned agree to pay a reasonable attorney's fees.

The makers, guarantors, and endorsers hereby severally waive presentment for payment, notice of dishonor, protest and notice of protest, and of nonpayment of this note, and all defenses on the ground of any extension of the time of payment that may be given by the holder to them or any of them; and also agree that further payments of principal or interest in renewal thereof shall not release them as makers, guarantors or endorsers.

A deed of Trust secures the indebtedness evidenced by this note.

Dated this 3 day of July, A.D. 1986.

*Michael A. Scheel*  
Michael A. Scheel

*Kandy L. Scheel*  
Kandy L. Scheel

No. 85235  
FILED AND RECORDED AT REQUEST OF  
Vaughn K. Phillips  
July 3, 1986  
AT 25 MINUTES PAST 11 O'CLOCK  
AM IN BOOK 71 OF OFFICIAL  
RECORDS, PAGE 199 LINCOLN  
COUNTY, NEVADA.  
YURIKO SETZER  
COUNTY RECORDER

By *Mona Coxie*, Deputy