

19011877

When Recorded Mail To:

ALAND B GROESBECK  
P.O. Box 8011  
Pahrump, Nv 89041

**DEED OF TRUST AND SECURITY INTEREST IN MOBILE HOME**

THIS DEED OF TRUST, made this 1st day of August, 1995, by and between KYLE B SHUMWAY and DENISE M. SHUMWAY, Husband and Wife as Trustor, and COW COUNTY TITLE CO., a Nevada Corporation, as Trustee, and ALAND B GROESBECK AND GLENDA L. GROESBECK as Beneficiary. (It is distinctly understood that the words "Trustor" and "Beneficiary" and the word "his" referring to the Trustor or Beneficiary, 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 said Trustor hereby grants, conveys and confirms unto said Trustee in trust with power of sale, the following described real property situate in the Town of Alamo, County of LINCOLN, State of Nevada, to wit:

**SEE ATTACHED EXHIBIT "A"**

TOGETHER WITH a security interest pursuant to Chapter 104 of Nevada Revised Statutes, in the certain 1984, 56 x 24, Fuqua Landmark, Mobile Home, Serial Number AB13821.

TOGETHER WITH all and singular the tenements, hereitaments and appurtenances thereunto belonging or anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title and interest, homestead or other claim or demand, as well in law as in equity, which the Trustor now has or may hereafter acquire, or, in or to the said premises or any part thereof with the appurtenances.

As additional security, Trustor hereby assigns all rents from such property and gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues, and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues, and profits as they become due and payable.

Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name for or otherwise collect such rents, issues, and profits,

**DEED OF TRUST - continued**

including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

The entering and taking possession of said property, the collection of such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

TO HAVE AND TO HOLD the same unto the said Trustee and its successors, upon the trusts hereinafter expressed:

As security for the payment of (a) \$42,500 in lawful money of the United States of America, with interest thereon in like money and with expenses and counsel fees according to the terms of the promissory note or notes for said sum executed and delivered by the Trustor to the Beneficiary; (b) such additional amounts as may be hereafter loaned by the Beneficiary or his successor to the Trustor or any of them, or any successor in interest of the Trustor, with interest thereon, and any other indebtedness or obligation of the Trustor or any of them, and any present or future demands of any kind or nature which the Beneficiary, or his successor, may have against the Trustor or any of them, whether created directly or acquired by assignment; whether absolute or contingent; whether due or not, or whether otherwise secured or not, or whether existing at the time of the execution of this instrument, or arising thereafter; also as security for the payment and performance of every obligation, covenant, promise or agreement herein or in said note or notes contained.

Trustor grants to Beneficiary the right to record notice that this deed of trust is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations of the Trustor for which Beneficiary may claim this deed of trust as security.

**AND THIS INDENTURE FURTHER WITNESSETH:**

**FIRST:** The Trustor promises and agrees to pay when due all claims for labor performed and materials furnished for any construction, alteration or repair upon the above-described premises; to comply with all laws affecting said property or relating to any alterations or improvements that may be made thereon; not to commit, suffer or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting said property.

**DEED OF TRUST - continued**

**SECOND:** The Trustor promises to properly care for and keep the property described in first-class condition, order and repair; to care for, protect and repair all buildings and improvements situate thereon; and otherwise to protect and preserve the said premises and the improvements thereon and not to commit or permit any waste or deterioration of said buildings and improvements or of said premises. If the above described property is farm land, Trustor agrees to farm, cultivate and irrigate said premises in a proper, approved and husbandmanlike manner.

**THIRD:** The following covenants, Nos. 1, 2 (\$30,000 amount of insurance), 3, 4 (interest 1% per month), 5, 6, 7 (counsel fees 10%) and 8 of N.R.S. 107.030 are hereby adopted and made a part of this deed of trust.

**FOURTH:** Beneficiary may, from time to time, as provided by statute, or by a writing, signed and acknowledged by him and recorded in the office of the County Recorder of the County in which said land or such part thereof as is then affected by this deed of trust is situated, appoint another Trustee in place and stead of Trustee herein named, and thereupon, the Trustee herein named shall be discharged and Trustee so appointed shall be substituted as Trustee hereunder with the same effect as if originally named Trustee herein.

**FIFTH:** Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

**SIXTH:** The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.

**SEVENTH:** In the event of any tax or assessment on the interest under this deed of trust it will be deemed that such taxes or assessments are upon the interest of the Trustor, who agrees to pay such taxes or assessments although the same may be assessed against the Beneficiary or Trustee.

**EIGHTH:** All the provisions of this instrument shall inure to, apply, and bind the legal representative, successors and assigns of each party hereto respectively.

**NINTH:** In the event of a default in the performance or

**DEED OF TRUST - continued**

payment under this deed of trust of the security for which this deed of trust has been executed, any notice given under Section 107.080 N.R.S. shall be given by registered letter to the Trustor(s) at the address herein: P.O. Box 265, Alamo, Nv, 89001, and such Notice shall be binding upon the Trustor(s), Assignee(s), or Grantee(s) from the Trustor(s).

TENTH: It is expressly agreed that the trust created hereby are irrevocable by the Trustor.

ELEVENTH: REMEDIES. The rights, powers and remedies given to Beneficiary by this Agreement shall be in addition to all rights, powers and remedies given to Beneficiary by virtue of any statute or rule of law. Any forbearance or failure or delay by Beneficiary in exercising any right, power or remedy hereunder shall not be deemed to be a waiver of any right, power or remedy, nor as a continuing waiver.

Beneficiary shall have the option of exercising any and all remedies he may possess under NRS Chapter 107 and 104 or any other remedy he may possess in law or equity and may exercise such remedies concurrently, consecutively in any order, or alternatively at his sole discretion. Without in any way limited the generality of the foregoing on the occurrence if a default by Trustor, Beneficiary may proceed under Article 9 of the Uniform Commercial Code-Secured Transactions (set forth in Chapter 104 of the Nevada Revised Statutes) as to the Personal Property Collateral or Beneficiary may proceed as to both the Real Property Collateral and Personal Property Collateral in accordance with Beneficiary's rights and remedies in respect of the Real Property Collateral in which case the provisions of Part 5 of Article 9 of the Uniform Commercial Code-Secured Transactions do not apply.

Trustor and Beneficiary agree that sale of the Personal Property Collateral at public auction after publishing a notice of sale thereof in a newspaper circulated in Alamo, Nevada, once a week for three successive weeks prior to such sale shall be deemed to be commercially reasonable sale of the Personal Property Collateral pursuant to NRS 104.9501 et.seq. And upon such sale, Trustee may transfer the legal title and all title of the Trustor in mobile home to the purchaser.

TWELFTH: The mobile home described herein may not be removed from the real property described herein, nor may the Trustors interest in it be sold or encumbered separately from the real property described herein without the express consent in writing of the Beneficiary. The parties agree that any sale or removal of the mobile home may result in an impairment of the security under this deed of trust.

THIRTEENTH: Upon payment of the Promissory Note secured by

DEED OF TRUST - continued

this deed of trust, the Trustee shall endorse the title certificate for the mobile home and deliver same to the person or persons legally entitled thereto.

IN WITNESS WHEREOF, the Trustor has executed these presents the day and year first above written.

*Kyle B. Shumway*  
KYLE B SHUMWAY

*Denise M. Shumway*  
DENISE M. SHUMWAY

STATE OF Nevada

COUNTY OF Lincoln

On August 7, 1995 appeared before me, a Notary Public, KYLE B SHUMWAY and DENISE M. SHUMWAY personally known or proved to me to be the person whose names are subscribed to the above instrument, who acknowledged that he/she/they executed the above instrument.

*Wendy Rudder*  
Notary Public  
My commission expires June 15, 1997



WENDY RUDDER  
Notary Public - Nevada  
Lincoln County  
My appt. exp. June 15, 1997.

EXHIBIT "A"

Lot 52 of ALAMO SOUTH SUBDIVISION, TRACT NO. 1, UNIT NO. 2, as shown on that certain final plat filed for record in the Office of the Lincoln County Recorder on the 13th day of January, 1977 in Book A-1 of Plats, page 126, assigned No. 59021.

EXCEPTING AND RESERVING all mines of gold, silver, copper, lead, cinnabar and other valuable minerals which may exist in the said tract as reserved in the land patent recorded April 9, 1927 in Book C-1 of Deeds, page 296 as File No. 3965, Lincoln County, Nevada records.

ASSESSOR'S PARCEL NUMBER FOR 1994 - 1995: 04-121-15

103868

Gov. County Title  
August 17, 1995  
30  
P. 115  
20  
Yuriko Setzer  
By Julie Boucher, Deputy