

Official Record

Recording requested By
COW COUNTY TITLE COMPANY

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$43.00

Page 1 of 5

RPTT:

Recorded By: AE

Book- 244

Page- 0513



APN: 03-185-06

After Recording Return To:
VONS EMPLOYEES FEDERAL CREDIT UNION
4455 Arden Drive
El Monte, California 91731

Mail Tax Statements To:
WALTER & ROSELLA EARLS
291 SPRING STREET
CALIENTE, NEVADA 89007

**SHORT FORM DEED OF TRUST
AND ASSIGNMENT OF RENTS**

This Deed of Trust, made this 22ND day of AUGUST 2008, between

WALTER M. EARLS AND ROSELLA EARLS

, herein called GRANTOR OR TRUSTOR,

whose address is 291 SPRING STREET, CALIENTE, NEVADA 89007,

(number and street)

(city)

(state)

(zip)

T.D. SERVICE COMPANY, a California Corporation, herein called TRUSTEE, and

VONS EMPLOYEES FEDERAL CREDIT UNION

herein called BENEFICIARY,

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST,
WITH POWER OF SALE, that property in
described as:

LINCOLN County, Nevada,

SEE ATTACHED LEGAL DESCRIPTION, EXHIBIT "A"

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Together with the rents, issues and profits thereof, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

In the event of sale, transfer, conveyance, or alienation of said property, or any part thereof, or any interest therein, whether voluntary or involuntary, Beneficiary shall have the right of acceleration, at its option, to declare the note secured by this deed of trust, irrespective of the maturity date expressed therein, and without demand or notice, immediately due and payable, including any prepayment charge provided for therein. No waiver of this right shall be effective unless in writing. Consent by the Beneficiary to one such transaction shall not constitute a waiver of the right to require such consent to succeeding transactions.



The following is a copy of provisions (1) to (16), inclusive, of the Deed of Trust, recorded in each county in Nevada, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

To Protect the Security of This Deed of Trust, Trustor Agrees:

- (1) To properly care for and keep said property in good condition and repair; not to remove or demolish any building thereon, to complete in a good and workmanlike manner any building which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, ordinances and regulations requiring any alternations or improvements to be made thereon; not to commit or permit any waste thereof, not to commit, suffer or permit any act to be done in or upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely proper manner, which, from the character for use of said property, maybe reasonably necessary, the specific enumerations herein not excluding the general.
- (2) The Grantor agrees to pay and discharge all costs, fees and expenses of these trusts, including cost of evidence of title and Trustee's fees in connection with sale, whether completed or note, which amounts shall become due upon delivery to Trustee of Declaration of Default and Demand for sale, as hereinafter provided.
- (3) The amount collected under any fire insurance policy shall be credited: first, to accrued interest; next to expenditures hereunder; and any remainder upon the principal, and interest shall thereupon cease upon the amount so credited upon principal provided, however, that at the option of the Beneficiary, the entire amount collected under the policies or any part thereof may be released to the Grantor, without liability upon the Trustee for such release.
- (4) The Grantor promises and agrees that if, during the existence of the Trust here be commenced or pending any suit or action affecting said conveyed premises, or any part thereof, of the title there to, or if any adverse claim for or against said premises, or any part thereof, be made or asserted, he will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.
- (5) Any award of damages in connection with any condemnation for public use or injury to any property or any part thereof is hereby assigned and shall be paid to beneficiary, who may apply or release such moneys received by him in the same manner and with the same affect as herein provided for disposition of proceeds of insurance.
- (6) Trustee shall be under no obligation to notify any part hereto of any pending sale hereunder or of action or proceeding of any kind in which Grantor, beneficiary and/or Trustee shall be named as defendant, unless brought by Trustee.
- (7) Acceptance by Beneficiary of any sum in payment of any indebtedness secured hereby, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as herein provided for failure so to pay.
- (8) Trustee may, at any time, or from time to time, without liability therefor and without notice, upon written request of beneficiary and presentation of this Deed of Trust and the notes secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby for the effect of this Deed of Trust upon the remainder of said property; reconvey any part of said property; consent in writing to the making of any map or plan thereof, join in granting any easement thereon; or join in an extension agreement or subordination agreement in connection herewith.
- (9) Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, the Trustee shall reconvey without warranty the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantee is such reconveyance may be described in general terms as "the person or persons legally entitled thereto," and Trustee is authorized to retain this Deed of Trust and note.
- (10) (a) Should default be made by Grantor in payment of any indebtedness secured hereby and/or in performance of any agreement herein, then beneficiary may declare all sums secured hereby immediately due by delivery to Trustee of a written declaration of default and demand for sale and of written notice of default and election to cause said property to be sold (which notice Trustee shall cause to be filed for record) and shall surrender to Trustee this Deed, the notes and all documents evidencing any expenditure secured hereby. (b) After three months shall have elapsed following recordation of any such notice of default, Trustee shall sell property at such time and at such place in the State of Nevada as the Trustee, in its sole discretion, shall deem best to accomplish the objects of these Trusts, having first given notice of such sale as then required by law. Place of sale may be either in the county in which the property to be sold, or any part hereof, is situated or at an office of the Trustee located in the State of Nevada. (c) The Grantor, Pledger and Mortgager of the personal property herein pledged and/or mortgaged waives any and all other demands or notices as conditions precedent to sale of such personalty. (d) Trustee may postpone sale of all, or any portion, of said property by public announcement at the time fixed by said notice of sale and may thereafter postpone said sale from time to time by public announcement at the time previously appointed. (e) At the time of sale so fixed, Trustee may sell the property so advertised or any part thereof, either as a whole or in separate parcels at its sole discretion, at public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale and shall deliver to such purchaser a deed conveying the property so sold but without covenant or warranty, express or implied, Grantor hereby agrees to surrender, immediately and without demand, possession of said property to such purchaser.
- (11) Trustee shall apply the proceeds of any such sale to payment of: expenses of sale and all charges and expenses of trustee and of these Trusts, including cost of evidence of title and Trustee's fee in connection with sale; all sums expended under the terms hereof, not then repaid, with accrued interest at the rate of ten percent (10%) per annum; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.
- (12) The beneficiary or assigns may, at any time, by instrument in writing appoint a successor or successors to the Trustee named herein or acting hereunder, which instrument executed and acknowledged by beneficiary, and recorded in the Office of the County Recorder of the County or counties wherein said property is situated, shall be conclusive proof of the proper substitution of such successor or trustee, who shall have all the estate, powers, duties and trusts in the premises vested in or conferred on the original Trustee. If there be more than one Trustee, either may act alone and execute the Trusts upon the request of the Beneficiary and his acts shall be deemed to be the acts of all Trustees, and the recital in any conveyance executed by such sole trustee of such requests shall be conclusive evidence thereof, and of the authority of such sole Trustee to act.
- (13) This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.
- (14) Trustee accepts these trusts when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.
- (15) In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural, and the term Beneficiary shall include any future holder, including pledgees, of the note secured hereby.
- (16) Where not inconsistent with the above, the following covenants, No. 1; 2 (\$); 3; 4 (the same as the note secured hereby); 5; 6; 7 (reasonable as determined by a court with jurisdiction; 8; of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.



For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$50,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such additional sums as may hereafter be advanced for the account of Trustor, or assigns by Beneficiary with interest thereon.

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby that provisions (1) to (16), inclusive, of the Deed of Trust recorded in the Book and at the page, or document No. of Official Records in the Office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz:

County	Document No.	Book	Page	County	Document No.	Book	Page
Clark	413987	514		Washoe	407205	734	221
Churchill	104132	34 mtgs.		Lyon	88486	31 mtgs.	
Douglas	24495	22	415	Mineral	76648	16 mtgs.	534-537
Elko	14831	43	343	Nye	47157	67	163
Esmeralda	26291	3H deeds	138-141	Ormsby	72637	19	102
Eureka	39602	3	283	Pershing	57488	28	58
Humboldt	116986	3	83	Storey	28573	R mtgs.	112
Lander	41172	3	758	White Pine	128126	261	341-344
Lincoln	41292	0 mtgs.	467				

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in the Deed of Trust.

The parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be \$ _____ and with respect to attorney's fees provided by for covenant 7 the percentage shall be reasonable as determined by a court with jurisdiction.

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 hereinbefore set forth.

Signature of Trustor

STATE OF NEVADA

COUNTY OF Clark

On this 29 day in the year 2008, before me, _____

Mary E Brandt

a Notary Public in and for said state, personally appeared _____

Walter M Earls & Rosella Earls

_____ personally known to me to be the person(s) who executed the instrument, and acknowledged to me that he/she executed the same for purposes therein stated.

WITNESS my hand and official seat.

Signature Mary E Brandt
Notary Public

Walter M Earls

WALTER M. EARLS

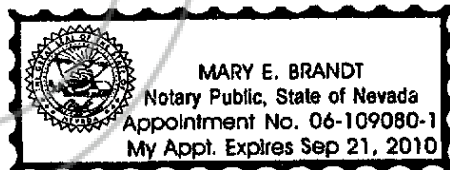
Rosella Earls

ROSELLA EARLS

WALTER EARLS

Rosella Earls

(Notarial Seal)





0132614

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**DO NOT RECORD
REQUEST FOR FULL RECONVEYANCE**
To be used only when Note has been paid.

TO: T.D. SERVICE COMPANY, TRUSTEE:

Dated

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

MAIL RECONVEYANCE TO:

By _____
By _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

Deed of Trust

**WITH POWER OF SALE
(SHORT FORM)**

**T.D. SERVICE COMPANY,
as Trustee**

**SOUTHERN CALIFORNIA OFFICE:
1820 E. First Street, Suite 300
Santa Ana, CA 92705
(800) 843-0260 (714) 543-8372**

**NORTHERN CALIFORNIA OFFICE:
737 Arnold Drive, Suite C
Martinez, CA 94553
(800) 235-9015 (925) 229-9015**



LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of Lincoln, described as follows:

Situate in the Town of Caliente, Nevada as shown on the Official Plat in the Recorder's Office of Lincoln County, Nevada being a portion of the Southwest Quarter (SW¹/₄) of Section 8, Township 4 South, Range 67 East, M.D.B.&M., more particularly described as follows:

Lots 48, 49, 50, 51, and 52 of the FALKNER SURVEY to the Town of Caliente as shown on the compiled map of Caliente recorded in Book Plat A, Page 47 of the Official Records in the Office of the County Recorder of Lincoln County, Nevada.

Together with a strip of land 50 feet wide and 20 feet deep adjoining the rear of Lots numbered Forty-nine (49) and Fifty (50) in the Falkner Plat Addition to the City of Caliente, as shown on the official plat now on file and of record in the Office of the County Recorder of said Lincoln County, Nevada.

ASSESSOR'S PARCEL NUMBER FOR 2008 - 2009: 03-185-06