Lincoln County - NV APN 006-241-59 Leslie Boucher - Recorder Fee \$16.00 APN\_\_\_\_\_ Book- 253 Page- 0078 APN Tored of 1
Title of Document **Affirmation Statement** WL I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030) I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by (State specific law) Grantees address and mail tax statement:

DOC # 0135030

Record

Page 1 of 3 Recorded By LB

Official

Recording requested By MAX MCCROSKY

## **DEED OF TRUST**

THIS DEED OF TRUST entered into this 10<sup>th</sup> day of October, 2009 by and between M.Marshall and Angelyn McCrosky husband and wife grantor and Max and Shirley McCrosky, husband and wife as trustees, and Max and Shirley McCrosky 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 follows:

Lincoln County, State of Nevada, unincorporated town of Eagle Valley (Ursine) Within: the SW1/4 of Section #35, Township #2N. Range 69E, M.D.B&M. Parcel #9 Parcel Map #122297, containing 3 acres more or less, APN# 006-241-59
Recorded 17<sup>th</sup> of May, 2004, Page #42, Book C
Subject to rights of way of record & drive way easement to Parcel #10
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:

- to pay said indebtedness and he 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 herein above 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 part of this Deed of Trust.
- 3. Grantors agree to assume all property taxes outstanding against the property as of July 1, 2009, and agrees to maintain adequate fire and damage insurance, within the pay clause payable to beneficiaries herein, as their interest may be.

M. Marshall McCrosky

Angelyn McCrosky

STATE OF) Nevada COUNTY OF) Lincoln

The foregoing instrument was acknowledged before me, M. Howard

notary public in and for the state of Novada

and Angelyn McCrosky

On the 13<sup>th</sup> day Nov of, 20 09.

Witness my hand and official seal by M. Marshall McCrosky

MHound

NOTARY PUBLIC

M. HOWARD HOTHAY PUBLIC-STATE of HERMAN CERTIFICATE # 08-5568-11 APPT EXP December 10, 2011