

After recording return to: )  
Name: Raymond Somers )  
Address: P.O. Box 361 )  
City, State, Zip: Pioche, NV 89008 )  
Phone: 775-962-5841 )



0137605

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Assessor's Parcel No. = 001-103-16 & 001-123-02

**DEED OF TRUST**

**DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined throughout this Trust Deed.

“Security Instrument” means this document, dated this the 26 day of January, 2011.

“Borrower” is Matthew Dale Bailey and Nikki Ann Bailey. Borrower is the trustor under this Security Instrument.

“Lender” is Ralph Somers, Judy Bradshaw, Jackie Canepa, Janice Johanson, Raymond Somers, and Louis Somers. Lender is the beneficiary under this Security Instrument.

“Trustee” is Daniel M. Hooge, an attorney licensed in the State of Nevada.

“Note” means the promissory note signed by Borrower and dated January 26, 2011. The Note states that Borrower owes Lender seventy-one thousand dollars (U.S. \$71,000) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than January 24, 2024.

“Property” means the property that is described below under the heading “Transfer of Rights in the Property.”

“Loan” means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.



**“Applicable Law”** means all controlling applicable federal, Nevada, and Lincoln County statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

**TRANSFER OF RIGHTS IN THE PROPERTY**

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower’s covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale pursuant to Nevada Revised Statutes (“NRS”) §§ 107.080-107.110, the following described property located in the County of Lincoln, Nevada:

LOTS 2 & 3 OF BLOCK 22 IN THE TOWN OF PIOCHE, NEVADA AS DELINEATED ON THE OFFICIAL PLAT OF SAID TOWN, NOW ON FILE AND OF RECORD IN THE OFFICE OF THE LINCOLN COUNTY RECORDER, AND TO WHICH SAID PLAT AND THE RECORDS THEREOF REFERENCE IS HEREBY MADE FOR FURTHER DESCRIPTION; and

LOTS 41, 42, 43 & 44 OF BLOCK 19 IN THE TOWN OF PIOCHE, NEVADA AS DELINEATED ON THE OFFICIAL PLAT OF SAID TOWN, NOW ON FILE AND OF RECORD IN THE OFFICE OF THE LINCOLN COUNTY RECORDER, AND TO WHICH SAID PLAT AND THE RECORDS THEREOF REFERENCE IS HEREBY MADE FOR FURTHER DESCRIPTION;

(“Property Description”);

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the “Property.”

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT utilizes uniform covenants from NRS 107.030 to constitute a security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:



The following covenants, Nos. 1 through 9 of NRS 107.030, are hereby adopted and made a part of this deed of trust.

Pursuant to Covenant No. 2, Borrower covenants to carry \$75,000 in insurance.

Pursuant to Covenant No. 4, Borrower covenants to pay a rate of interest of four and one-half percent (4.5%).

Pursuant to Covenant No. 7, Borrower covenants to allow five percent 5% of the proceeds to apply to the expense of sale.

**ASSUMPTION.** Seller may accept, at his discretion, a third-party request to assume Borrower's obligations under this Security Instrument and in such event, Seller may charge a fee of not more than five percent 5% of remaining principal balance for the assumption.

**DISCHARGE.** Within 21 calendar days after receiving written notice that the obligation under this Security Instrument has been paid or otherwise satisfied or discharged, the Lender shall deliver to the trustee and a properly executed request to reconvey the estate in real property conveyed to the trustee by the grantor. The trustee shall deliver those documents to the Borrower without unnecessary delay.

**ASSIGNMENT OF RENTS.** This Security Instrument creates an assignment of rents arising from the real property described herein. Lender shall have a security interest in all accrued and unaccrued rents arising from the real property described herein. The security interest in rents is separate and distinct from any security interest held by the assignee in the real property. The provisions in NRS §§ 107A.220-107A.350 shall govern the assignment of rents.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

WITNESS Borrower's hand this the 26 day of January, 2011.

Matthew Dale Bailey  
MATTHEW DALE BAILEY

*Borrower*

Nikki Ann Bailey  
NIKKI ANN BAILEY

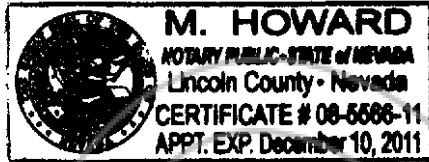
*Borrower*

STATE OF NEVADA

COUNTY OF LINCOLN

This instrument was acknowledged before me on the 26 day of January, 2011 by Matthew Dale Bailey and Nikki Ann Bailey.

(Seal)



M. Howard  
Notary Public

My Commission Expires:

12/10/11

Printed Name: Mercades Howard