

**Official Record**Recording requested By  
FIRST AMERICAN TITLE COMPANY

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$16.00

Page 1 of 3

RPTT

Recorded By: AE

Book- 269 Page- 0296

A.P.N.: 002-113-10  
File No: 116-2418619 (CV)

When Recorded Return To:  
Joer Properties LLC  
P.O. Box 1061  
Caliente, NV 89008



0140477

**DEED OF TRUST WITH ASSIGNMENTS OF RENTS**

THIS DEED OF TRUST, made 01/19/2012, between **Tyler Heaton and Robin Heaton, husband and wife as joint tenants with right of survivorship, TRUSTOR**, whose address is **78 North 2nd Street, Panaca, NV 89042, First American Title Insurance Company, TRUSTEE**, and **Joseph N. Rossi as Manager for Joer Properties LLC, BENEFICIARY**, whose address is **P.O. Box 1061, Caliente, NV 89008**.

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the County of **Lincoln**, State of **Nevada**, described as:

**A PORTION OF THE NORTH FIFTY (50) FEET OF THE SOUTH FIFTY-THREE (53) FEET OF LOT 1, BLOCK 16, IN THE TOWN OF PANACA, NEVADA, DESCRIBED AS FOLLOWS:**

**PARCEL 1, AS SHOWN ON PARCEL MAP FOR BRUCE N. AND IRENE BULLOCH, RECORDED OCTOBER 21, 1985 IN THE RECORDER'S OFFICE IN BOOK A OF PLATS, PAGE 250 AS FILE NO. 83732, LINCOLN COUNTY, NEVADA.**

Together with the rents, issues and profits, thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, and profits.

For the purposes of securing (1) payment of the sum of **Forty thousand and 00/100ths** dollars (**\$40,000.00**) with interest thereon according to the terms of the promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewal thereof; and (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the Security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious Deed of Trust recorded in the Office of each County Recorder in the State of Nevada on January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county, namely:



<u>County</u>	<u>Book</u>	<u>Page</u>	<u>Doc. No.</u>		<u>County</u>	<u>Book</u>	<u>Page</u>	<u>Doc. No.</u>
Churchill	39 Mortgages	363	115384		Lincoln		45902	
Clark	850 Off. Rec.		682747		Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050		Mineral	11 Off. Rec.	129	89073
Elko	92 Off. Rec.	652	35747		Nye	105 Off. Rec.	107	04823
Esmeralda	3-X Deeds	195	35922		Ormsby	72 Off. Rec.	537	32867
Eureka	22 Off. Rec.	138	45941		Pershing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075		Storey	"S" Mortgages	206	31506
Lander	24 Off. Rec.	168	50782		Washoe	300 Off. Rec.	517	107192
					White Pine	295 R.E. Records	258	

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed below) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address above set forth.

**Due On Sale Provision**

Note and deed of trust to contain the following or similar provision: "In the event the undersigned should sell, transfer or convey, OR contract to sell, transfer or convey the real property encumbered by such deed of trust and note, or any portion thereof, or any interest therein, at the option of the holder of this note, the then unpaid balance of principal and interest due hereunder shall become due and payable although the time of maturity as expressed hereinabove shall not have arrived. Beneficiary's consent of an assumption of one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions."

Dated: **January 19, 2012**

Tyler Heaton

Tyler Heaton

Robin Heaton



STATE OF **NEVADA** )  
 )  
COUNTY OF *Lincoln* )  
 )  
:ss.



This instrument was acknowledged before me on  
*January 24<sup>th</sup>* *2012* by *Tyler Heaton and*  
*Robin Heaton*

*Roanne Moore*  
Notary Public  
(My commission expires: *March 31, 2013*)

*COPY*