DOC # 0141646

07/09/2012

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Official Record

Recording requested By FIRST AMERICAN TITLE COMPANY

Lincoln County - NV Leslie Boucher - Recorder

Fee: \$15.00 RPTT: Page 1 of 3 Recorded By: AE

Book- 272 Page- 0597

A.P.N.:

005-181-18

File No:

119-2427443 (BM)

When Recorded Return To: Terrance K. Bird and Joy R. Bird P.O Box 158 Pioche, NV 89043

DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST, made June 20, 2012, between Jeffrey R. Eggen and Candyce J. Eggen, Trustees of The Jeffrey R. Eggen and Candyce J. Eggen Living Trust Dated October 22, 2010, TRUSTOR, whose address is P.O Box 751931, Las Vegas, NV 89136, First American Title Insurance Company, TRUSTEE, and Terrance K. Bird and Joy R. Bird, husband and wife as joint tenants with right of survivorship, and not as tenants in common, BENEFICIARY, whose address is P.O Box 158, Pioche, NV 89043.

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

PARCEL NO. 2 AS SHOWN ON PARCEL MAP FOR RICHARD J. MOSER AND ALLISON NEWLON, FILED IN THE OFFICE OF THE COUNTY RECORDER OF LINCOLN COUNTY ON OCTOBER 21, 1998, IN BOOK B OF PLATS, PAGE 156 AS FILE NO. 111773 LOCATED IN A PORTION OF SE 1/4 SE 1/4 OF SECTION 2, T5N, R 65 E, M.D.B.&M.

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 **One hundred forty thousand and 00/100ths** dollars (**\$140,000.00**) 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:

DEFAULT: Default is defined as any installment that is 30 calendar days past due.

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."

County	<u>Book</u>	<u>Page</u>	Doc. No.	П	County	<u>Book</u>	<u>Page</u>	Doc. No.
Churchill	39 Mortgages	363	115384	H_{ν}	Lincoln			45902
Clark	850 Off. Rec.		682747	Ж	Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050	ll l	Mineral	11 Off. Rec.	129	89073
Elko	92 Off. Rec.	652	35747 🤇	-11 *	Nye	105 Off. Rec.	107	04823
Esmeralda	3-X Deeds	195	35922	ω.H	Ormsby	72 Off. Rec.	537	32867
Eureka	22 Off. Rec.	138	45941	Th.	Pershing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	-11	Storey	"S" Mortgages	206	31506
Lander	24 Off. Rec.	168	50782	П	Washoe	300 Off. Rec.	517	107192
			The second second	Ш	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.

ROSTES

Dated: June 15, 2012

Jeffrey R. Eggen and Candyce J. Eggen, Trustees of The Jeffrey R. Eggen and Candyce J. Eggen Living Trust Dated

October 22, 2010

Verfrey R. Eggen, Frustee

	• Page: 599	Pager 30:3				
Candyce J.	Eggen Trus	an, Tru	stee			
STATE OF	NEVADA)			\
COUNTY OF	CLARK		:ss.)			\
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Candyc	e J. Egg Mount	y R. Eggi Jen			B. MOI NOTARY STATE OF APPT. No. 03 NY APPT. EXPIRE	PUBLIC NEVADA +81255-1
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