

Official Record

Recording requested By
RURAL NEVADA DEVELOPMENT CORP

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$17.00

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RPTT:

Recorded By: LB

Book- 277 Page- 0337

The undersigned hereby affirms
that there is no Social Security
number contained in this document

PARCEL # 3-078-06

After recording please return to: **DEED OF TRUST**

RNDC

Housing Administrator

1320 East Aultman

Ely, NV 89301



0142869

This DEED OF TRUST, made this 23 day of January 2013 by and between **MARK A. GLOECKNER and ANNA E. GLOECKNER**, husband and wife, hereinafter named TRUSTOR, and STEWART TITLE, hereinafter named TRUSTEE and the NEVADA HOUSING DIVISION hereinafter named BENEFICIARY.

WITNESETH that TRUSTOR IRREVOCABLY grants, transfers, and assigns to TRUSTEE in trust with power of sale, which property located in the County of LINCOLN, Nevada, legally described as follows:

That certain parcel of land, situate in the City of Caliente, County of Lincoln, State of Nevada, and being that portion of the East $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 8, Township 4 South, Range 67 East, M.D.B.&M., more particularly described as following:

Commencing at the center of said Section 8; thence north along the east line of said northwest $\frac{1}{4}$, 704.48 feet; thence west at right angles to said east line 514.50 feet to the True Point of Beginning; thence north, parallel with said east line, 54.04 feet; thence west at right angles, 121.00 feet; thence south 54.04 feet along a line parallel with and distant east 24.50 feet, measured at right angles from the west line of said east $\frac{1}{2}$ of the east $\frac{1}{2}$ of the northwest $\frac{1}{4}$; thence east at right angles to said parallel line, 121.00 feet to the True Point of Beginning.

EXCEPTING from this grant and reserving unto the GRANTOR, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to the GRANTOR, its successors and assigns, but without entering upon or using the surface of the lands hereby conveyed, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by the GRANTEE.

And more commonly known as 7 N. SPRING STREET, CALIENTE, LINCOLN County of NEVADA.



TOGETHER WITH all appurtenances in which TRUSTOR has any interest including water rights benefiting said real property, represented by shares of a company or otherwise; and

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same, except during some default hereunder, in which event the TRUSTEE shall collect the same by any lawful means in the name of the BENEFICIARY,

TO HAVE AND TO HOLD the same to TRUSTEE and its successors, on the trusts to be expressed, a security for the payment of the sum of **FIFTEEN THOUSAND TWO HUNDRED FIFTEEN DOLLARS AND 00/100 (\$15,215.00)** arising from that certain rehabilitation contract executed between the TRUSTOR and **Ruiter Construction, Charles W. Ruiter III** dated _____, 2012

This trust is intended to and does secure such additional amounts as may be hereafter loaned by the BENEFICIARY or its successors or assigns to TRUSTOR, and any present or future demands of any kind or nature that BENEFICIARY or its successor may have against TRUSTOR, whether created directly or acquired by assignment; whether absolute or contingent, due or not, or otherwise secured or not; or whether existing at the time of the execution of this instrument or arising thereafter.

It is expressly intended that repayment under this trust arises only upon the advent of the sale of the property and is thus conditioned upon the fact that the property does not continue to be the principal residence of the TRUSTOR; that by execution of this Deed of Trust all applicable rules and regulations governing the recapture of assistance to homebuyers, as more fully set forth in the "HOME Investment Partnerships Program, Final Rule, 24 Code of Federal Regulations (CFR) effective September 16, 1996, and as further modified or clarified, with all applicable subparts of said rules and regulation, are here made a part of this Trust; that the TRUSTOR's right, title, and interest are governed by all such applicable rules and regulations as pertaining to the use, sale, resale and rent of the property to the extent that the application of any such rules and regulations are not otherwise inconsistent with this Trust.

MARK A. GLOECKNER and ANNA E. GLOECKNER hereby covenants and agrees to pay all reconveyance fees charged by the TRUSTEE at the time of full payment of the indebtedness secured by this Trust.

BENEFICIARY may, without notice to or consent of TRUSTOR, extend the time payment of any indebtedness secured hereby to any successor in interest of TRUSTOR without discharging TRUSTOR from liability thereon.

IN THE EVENT OF DEFAULT under the terms of this Trust, any notice of default or any notice of sale hereunder shall be provided to the TRUSTOR and TRUSTEE, by first class mail, return receipt requested, at the following addresses:



RURAL NEVADA DEVELOPMENT CORPORATION
1320 EAST AULTMAN
ELY, NV 89301
And
MARK AND ANNA GLOECKNER
P.O. BOX 881
CALIENTE, NV 89008





Mark A. Gloeckner

MARK A. GLOECKNER

1-23-13

DATE

Anna E. Gloeckner

ANNA E. GLOECKNER

1-23-13

DATE

STATE OF NEVADA
COUNTY OF Lincoln

On this 23rd day of January, 2013 MARK A. GLOECKNER and ANNA E. GLOECKNER, personally appeared before me, a Notary Public, and executed this document.



Debra Bradfield
NOTARY PUBLIC