

Official RecordRecording requested By
FIRST AMERICAN TITLE COMPANY

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$17.00

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RPTT:

Recorded By: AE

Book- 297 Page- 0653

A.P.N.: 006-291-21
File No: 116-2490322 (CDZ)

0148233

When Recorded Return To:
Kenneth W. Morgan and Dee A. Morgan, trustees of
the Morgan Family Trust
PO Box 401
Lyle, WA 98635**DEED OF TRUST WITH ASSIGNMENTS OF RENTS**

THIS DEED OF TRUST, made August 11, 2015, between **Martin E. Romans and Patricia Jean Romans, husband and wife as joint tenants with right of survivorship, TRUSTOR**, whose address is **6138 Echo Dam Road, Pioche, NV 89043, First American Title Insurance Company, TRUSTEE**, and **Kenneth W. Morgan and Dee A. Morgan, trustees of the Morgan Family Trust, dated July 19, 2013, as amended or restated, BENEFICIARY**, whose address is **PO Box 401, Lyle, WA 98635**.

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 PARCEL OF LAND SITUATE WITHIN THE SOUTHWEST QUARTER (SW1/4) OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 69 EAST, M.D.B.&M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT THE MOST WESTERLY POINT OF THIS PARCEL ON THE SOUTHEASTERLY SIDE OF THE COUNTY ROAD AT A POINT FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 31, TOWNSHIP 1 NORTH, RANGE 69 EAST, M.D.B.&M., BEARS NORTH, 46°27'55" WEST, A DISTANCE OF 488.82 FEET; THENCE NORTH 48°54'11" EAST, A DISTANCE OF 286.45 FEET TO THE MOST NORTHERLY POINT; THENCE SOUTH 45°48'33" EAST A DISTANCE OF 389.85 FEET TO THE MOST EASTERLY POINT OF THIS PARCEL; THENCE SOUTH 45°45'43" WEST A DISTANCE OF 373.34 FEET TO THE MOST SOUTHERLY POINT; THENCE NORTH 48°56'03" WEST A DISTANCE OF 296.86 FEET TO A POINT; THENCE NORTH 20°46'12" EAST A DISTANCE OF 68.29 FEET TO A POINT; THENCE NORTH 18°25'12" WEST, A DISTANCE OF 89.64 FEET TO A POINT OF BEGINNING.

NOTE : THE ABOVE METES AND BOUND DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED DECEMBER 21, 2006, IN BOOK 227, PAGE 253, AS INSTRUMENT NO. 128081.

DUE ON SALE

"If the trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the Beneficiary being first had and obtained, Beneficiary shall have the right, at their option, except as prohibited by law, to declare



any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any Note evidencing the same, immediately due and payable in full."

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 **Thirty thousand dollars (\$30,000.00)** 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.

Dated: **August 11, 2015**



obtained, Beneficiary shall have the right, at their option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any Note evidencing the same, immediately due and payable in full."

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 **Thirty thousand** dollars (**\$30,000.00**) 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:

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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.

Dated: **August 11, 2015**



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Mart E Romans

Martin E. Romans

Patricia Jean Romans

Patricia Jean Romans

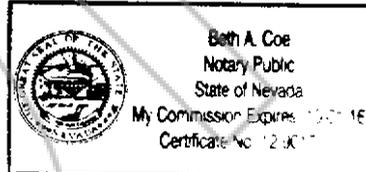
STATE OF **NEVADA**)
)
) :ss.
COUNTY OF ~~CLARK~~ **WYE**)

This instrument was acknowledged before me on this:
19th day of August, 2015

By: **Kenneth W. Morgan and Dee A. Morgan, trustees of the Morgan Family Trust, dated July 19, 2013, as amended or restated**

By: Beth A Coe / Its: notary Republic
Beth A Coe

Notary Public
(My commission expires: 10-01-2016)



Beth A. Coe
10-1-16