

APN 001-201-71

APN \_\_\_\_\_

APN \_\_\_\_\_



DEED OF TRUST

Title of Document

Affirmation Statement

  X   I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does not contain** the social security number, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) of any person or persons. (Per NRS 239B.030)

\_\_\_\_\_ I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does contain** the social security number, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) of a person or persons as required by law: \_\_\_\_\_

(State specific law)

Dylan Frehner Signature Attorney Title

Dylan Frehner Print

10-16-15 Date

**Grantees address and mail tax statement:**

Justin Cooper Cheney & Lorelee Price Cheney

P.O. Box 624

Pioche, Nevada 89043



APN: 001-201-71

RECORDING REQUESTED BY:

Dylan V. Frehner, Esq.  
P.O. Box 517  
Pioche, Nevada 89043

**DEED OF TRUST**

THIS DEED OF TRUST, made and entered into this 16 day of October 2015, by and between Justin Cooper Cheney and Lorelee Price Cheney, husband and wife, as joint tenants with full right of survivorship, hereinafter called "TRUSTORS", and STEWART TITLE OF NEVADA HOLDINGS, INC., a Nevada Corporation, as "TRUSTEE", and Curt Phillips and Gerri Phillips, hereinafter called "BENEFICIARY". (It is distinctly understood that the words "Trustors" and "Beneficiary" and the word "his" referring to the Trust or Beneficiary, as herein used, are intended to and do include the masculine, feminine and neuter genders and the singular and plural numbers as indicated by the context.)

**WITNESSETH:**

That said TRUSTORS hereby grant, convey and confirm unto said TRUSTEE in trust with power of sale, the following described real property, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situate in the County of Lincoln, State of Nevada, to-wit:

All that certain real property situate in the County of Lincoln, State of Nevada, more particularly described as follows:

405 Wheeler Way, APN 001-201-71, and further described as:

Parcel B of the Land Division Parcel Map for Vaughn Kay Phillips and Donna Mae Phillips Trustees of the Vaughn Kay Phillips and Donna Mae Phillips Family Living Trust dated the 14<sup>th</sup> day of July 1995, recorded in the office of the County Recorder of Lincoln County, on December 30, 2013, as Document No. 0144749 and found in Plat Book D, page 0111. Located In Section 15, Township 1 North, Range 67 East, M.D.M., Town of Pioche, Lincoln County, Nevada.

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TOGETHER WITH ALL AND SINGULAR the tenements, hereditaments and appurtenances thereunto belonging or anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title, and interest, homestead or other claim or demand, as well in law as in law as in equity, which the TRUSTORS now has or may hereafter acquire, in or to the said premises or any part thereof, with the appurtenances.

As additional security, TRUSTORS hereby assign all rents from such property and gives to and confers upon BENEFICIARY the right, power and authority, during the continuance of these Trusts, to collect the rents, issues, and profits of said property, reserving unto TRUSTORS the right, prior to any default by TRUSTORS in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues, and profits as they become due and payable.

Upon any such default, BENEFICIARY may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same less costs and expenses of operation and collection including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as BENEFICIARY may determine.

The entering upon and taking possession of said property, the collection of such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

In the event all or any part of the property secured by this Deed of Trust be sold, conveyed, transferred, or exchanged, then the Note of even date secured hereby shall become immediately due and payable at the option of the holder of said Note.

TO HAVE AND TO HOLD the same unto the said TRUSTEE and its successors, upon the trusts hereinafter expressed:

As security for the payment of ONE HUNDRED SIXTY NINE THOUSAND FIVE HUNDRED DOLLARS (\$169,500.00), in lawful money of the United States of America, and with expenses and counsel fees according to the terms of the Promissory Note or Notes for said sums executed and delivered by the TRUSTORS to the BENEFICIARY; such additional amounts as may be hereafter loaned by the BENEFICIARY or his successor to the TRUSTORS or any of them, or any successor in interest of the TRUSTORS, with interest thereon, and any other indebtedness or obligation of the TRUSTORS or any of them, and any present or future demands of any kind or nature which the BENEFICIARY, or his successor, may have against the TRUSTORS or any of them whether created directly or acquired by assignment; whether absolute or contingent; whether due or not, or whether

otherwise secured or not, or whether existing at the time of the execution of this instrument, or arising thereafter; also as security for the payment and performance of every obligation, covenant, promise or agreement herein or in said note or notes contained.

TRUSTORS grant to BENEFICIARY the right to record notice that this Deed of Trust is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations of the Trustor for which BENEFICIARY may claim this Deed of Trust as security.

**AND THIS INDENTURE FURTHER WITNESSETH:**

**FIRST:** The TRUSTORS promise and agree to pay when due all claims for labor performed and materials furnished for any construction, alteration or repair upon the above- described premises; to comply with all laws affecting said property or relating to any alterations or improvements that may be made thereon; not to commit, suffer or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting said property.

**SECOND:** The TRUSTORS promise to properly care for and keep the property herein described in first-class condition, order and repair; to care for, protect and repair all buildings and improvements situate thereon; and otherwise to protect and preserve the said premises and the improvements thereon and not to commit or permit any waste or deterioration of said buildings and improvements of said premises. If the above described property is farm land, TRUSTORS agree to farm, cultivate and irrigate said premises in a proper approved and husbandmanlike manner.

**THIRD:** The following covenants, Nos. 1, 2 (\$169,500.00 amount of insurance), 3, 4 (interest 4.500% per annum), 5, 6, 7 (counsel fees 15%) and 8 of NRS 107.030, are hereby adopted and made a part of this Deed of Trust.

**FOURTH:** BENEFICIARY may, from time to time, as provided by statute, or by a writing, signed and acknowledged by him and recorded in the office of the County Recorder of the county in which said land or such part thereof as is then affected by this herein named, and thereupon, the TRUSTEE herein named shall be discharged and TRUSTEE so appointed shall be substituted as TRUSTEE hereunder with the same effect as if originally named TRUSTEE herein.

**FIFTH:** TRUSTORS agree to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

**SIXTH:** The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein



expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.

SEVENTH: In the event of any tax or assessment on the interest under this Deed of Trust it will be deemed that such taxes or assessments are upon the interest of the TRUSTORS, who agrees to pay such taxes of assessments although the same may be assessed against the BENEFICIARY or TRUSTEE.

EIGHTH: All the provisions of this instrument shall inure to, apply, and bind the legal representatives, successors and assigns of each party hereto respectively.

NINTH: In the event of a default in the performance or payment under this Deed of Trust or the security for which this Deed of Trust has been executed, any notice given under Section 107.080 NRS shall be given by registered letter to the TRUSTOR(S) at the address herein, P.O. Box 624, Pioche NV 89043, and such notice shall be binding upon the TRUSTOR(S), and any Assignee(s), or Grantee(s) from the TRUSTOR(S).

TENTH: It is expressly agreed that the trusts created hereby are irrevocable by the TRUSTOR.

IN WITNESS WHEREOF, the TRUSTORS have executed these presents the day and year first above written.

[Signature]  
JUSTIN COOPER CHENEY

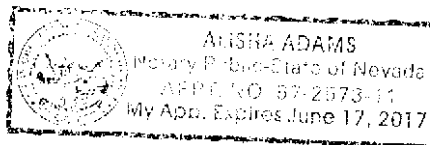
[Signature]  
LORALEE PRICE CHENEY

STATE OF NEVADA            )  
  ): ss.  
County of LINCOLN         )

On this 16<sup>th</sup> day of October, 2015, personally appeared before me, a Notary Public in and for said County and State, **\*\*JUSTIN COOPER CHENEY\*\***, known or proven to me to be the person described herein, who acknowledged to me that he executed the foregoing Deed of Trust freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

[Signature]  
NOTARY PUBLIC





STATE OF NEVADA )  
 : ss.  
County of LINCOLN )

On this 16<sup>th</sup> day of October, 2015, personally appeared before me, a Notary Public in and for said County and State, **\*\*LORALEE PRICE CHENEY** known or proven to me to be the person described herein, who acknowledged to me that she executed the foregoing Deed of Trust freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

*Alisha Adams*  
NOTARY PUBLIC

