

Official RecordRecording requested By
FIRST AMERICAN TITLE

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$16.00

Page 1 of 3

RPTT:

Recorded By: LB

Book- 299 Page- 0723

A.P.N.: 002-101-03
File No: 116-2488636 (dp)

When Recorded Return To:
Butler-Noland Trust
504 West 1120 North
Orem, UT 84057

**DEED OF TRUST WITH ASSIGNMENTS OF RENTS**

THIS DEED OF TRUST, made 25th of November, 2015, between **Tyler Free and Fabiola Free, husband and wife as joint tenants with right of survivorship, TRUSTOR**, whose address is **P.O Box 468, Panaca, NV 89042, First American Title Insurance Company, TRUSTEE**, and **Michael L. Butler and Jerry L. Noland, Successor Trustees of the Butler-Noland Trust dated December 16, 1995, BENEFICIARY**, whose address is **504 West 1120 North, Orem, UT 84057**.

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

THE REVISED LOT 4 AS GIVEN IN THE RECORD OF SURVEY, BOUNDARY LINE ADJUSTMENT MAP RECORDED UNDER DOCUMENT #0148282 FILED IN PLAT BOOK D AT PAGE 157, LOCATED IN THE SUNGOLD SUBDIVISION NUMBER ONE IN THE TOWN OF PANACA, LINCOLN COUNTY, NEVADA IN SECTION 9 OF TOWNSHIP 2 SOUTH, RANGE 68 EAST, MOUNT DIABLO MERIDIAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID REVISED LOT 4 FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 9 BEARS N 43°27'16E 1330.89'; THENCE S 0°48'28" W 48.75'* ALONG THE EAST SIDE OF SAID REVISED LOT 4; THENCE S 0°38'01" W 38.38'* ALSO ALONG THE EAST SIDE OF SAID REVISED LOT 4; THENCE N 89°11'32" W 123.70'* ALONG THE SOUTH SIDE OF SAID REVISED LOT 4; THENCE N 0°48'28" E 87.13'* ALONG THE WEST SIDE OF SAID REVISED LOT 4; THENCE S 89°11'32 E 123.58'* ALONG THE NORTH SIDE OF REVISED LOT 4 TO THE POINT OF BEGINNING.

THE BASIS OF BEARINGS IS THE EAST LINE OF LOT 1 BLOCK 44 OF THE TOWN OF PANACA, LINCOLN COUNTY NEVADA GIVEN AS N 00°48'28" E IN PLAT D AT PAGE 147, LINCOLN COUNTY RECORDS.

***= AT OR TO A REBAR WITH PLASTIC CAP STAMPED L SMITH PLS 12751.**

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 five thousand five hundred dollars (\$35,500.00)** 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: **November 15, 2015**



Tyler Free
Tyler Free

Fabiola Free
Fabiola Free

STATE OF Nevada)
COUNTY OF Lincoln) :ss.

This instrument was acknowledged before me on this:
25th day of November, 2015

By: **Tyler Free and Fabiola Free**

By: Alyson Long / Its: _____

Notary Public
(My commission expires: March 17, 2016)

