



APN: 011-220-10 and 011-220-11

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Michaelson & Associates, Ltd.
2200 Paseo Verde Parkway, Suite 160
Henderson, NV 89052

MAIL TAX STATEMENTS TO:

Timothy B. Mason and Yvonne S. Mason
103 Covey Hill Rd.
Alamo, NV 89001

SHORT FORM DEED OF TRUST

THIS DEED OF TRUST, made the 10th day of February, 2017 between Timothy Kirk Mason, herein called TRUSTOR, whose address is PO Box 544, Alamo, NV 89001 and Cow County Title Co., a Nevada Corporation, herein called TRUSTEE and Timothy B. Mason and Yvonne S. Mason, herein together called BENEFICIARY.

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Lincoln County, Nevada, described as:

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining,

FOR THE PURPOSE OF SECURING:

1. Performance of each agreement of Trustor incorporated by reference or contained herein.
2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension of renewal thereof, in the principal sum of \$45,000 executed by Trustor in favor of Beneficiary or order.
3. Payment of such additional sums as may hereafter be borrowed from beneficiary by the then record owner of said property, when evidenced by another promissory note (or notes) reciting it is so secured.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

1. To properly care for and keep said property in good condition and repair; not to remove or demolish any building thereon; to complete in good and workmanlike manner any building which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, ordinances and regulations requiring any alterations or improvements to be made thereon; not to commit or permit any waste thereof; not to commit, suffer or permit any act to be done in or upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely proper manner, which, from the character or use of said property, may be reasonably



necessary, the specific enumerations herein not excluding the general.

2. The Grantor agrees to pay and discharge all costs, fees and expenses of the trusts given to Trustee in this Deed of Trust (herein called "Trusts"), including costs of evidence of title and Trustee's fees in connection with sale, whether completed or not, which amounts shall become due upon delivery to Trustee of Declaration of Default and Demand for sale, as hereinafter provided.

3. The amount collected under any insurance policy (including fire, hazards including within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods) shall be credited: first, to accrued interest; next to expenditures hereunder; and any remainder upon the principal, and interest shall thereupon cease upon the amount so credited upon principal provided, however, that at the option of the Beneficiary, the entire amount collected under the policies or any part thereof may be released to the Grantor, without liability upon the Trustee for such release.

4. The Grantor promises and agrees that if, during the existence of the Trusts there be commenced or pending any suit or action affecting said conveyed premises, or any part thereof, of the title thereto, or if any adverse claim for or against said premises, or any part thereof, be made or asserted, he will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.

5. Any award of damages in connection with any condemnation for public use of or injury to any property or any part thereof is hereby assigned and shall be paid to Beneficiary, who may apply or release such moneys received by him in the same manner and with the same effect as herein provided for disposition of proceeds of insurance.

6. Trustee shall be under no obligation to notify any party hereto of any pending sale hereunder or action or proceeding of any kind in which Grantor, Beneficiary and/or Trustee shall be named as defendant, unless brought by Trustee.

7. Acceptance by Beneficiary of any sum in payment of any indebtedness secured hereby, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as herein provided for failure so to pay.

8. Trustee may, at any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the notes secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby for the effect of this Deed of Trust upon the remainder of said property; reconvey any part of said property, consent in writing to the making of any map or plan thereof; join in granting any easement thereon; or join in any extension agreement or subordination agreement in connection herewith.

9. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, the Trustee shall reconvey without warranty the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto", and Trustee is authorized to retain this Deed of Trust and note.

- (a) Should default be made by Grantor or Borrower in payment of any indebtedness secured hereby and/or in performance of any agreement herein, under the Note or any document related thereto, then Beneficiary may declare all sums secured hereby immediately due by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and election to



cause said property to be sold (which notice Trustee shall cause to be filed for record) and shall surrender to Trustee this Deed, the notes and all documents evidencing any expenditure secured hereby.

10. After three months shall have elapsed following recordation of any such notice of default, Trustee shall sell property at such time and at such place in the State of Nevada as the Trustee, in its sole discretion, shall deem best to accomplish the objects of these Trusts, having first given notice of such sale as then required by law. Place of sale may be either in the county in which the property to be sold, or any part thereof, is situated or at any office of the Trustee located in the State of Nevada.

(a) The Trustor, Pledgor and Mortgagor of the personal property herein pledged and/or mortgaged waives any and all other demands or notices as conditions precedent to sale of such personality.

(b) Trustee may postpone sale of all, or any portion, of said property by public announcement at the time fixed by said notice of sale and may thereafter postpone said sale from time to time by public announcement at the time previously appointed.

(c) At the time of sale so fixed, Trustee may sell the property so advertised or any part thereof, either as a whole or in separate parcels at its sole discretion, at public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale and shall deliver to such purchaser a deed conveying the property so sold but without covenant or warranty, express or implied. Grantor hereby agrees to surrender, immediately and without demand, possession of said property to such purchaser.

11. Trustee shall apply the proceeds of any such sale to payment of: expenses of sale and all charges and expenses of Trustee and of these Trusts, including cost of evidence of title and Trustee's fee in connection with sale; all sums expended under the terms hereof, not then repaid, with accrued interest at the rate of ten percent (10%) per annum; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

12. The Beneficiary or assigns may, at any time, by instrument in writing appoint a successor or successors to the Trustee named herein or acting hereunder, which instrument, executed and acknowledged by Beneficiary, and recorded in the Office of the County Recorder of the County or Counties wherein said property is situated, shall be conclusive proof of the proper substitution of such successor or trustee, who shall have all the estate, powers, duties and trusts in the premises vested in or conferred on the original Trustee. If there be more than one Trustee, either may act alone and execute the Trusts upon the request of the Beneficiary and his acts shall be deemed to be the acts of all Trustees, and the recital in any conveyance executed by such sole trustee of such requests shall be conclusive evidence thereof, and of the authority of such sole Trustee to act.

13. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

14. Trustee accepts these trusts when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

15. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural, and the term Beneficiary shall include any further holder, including pledgees, of the note secured hereby.

16. Where not inconsistent with the above, the following covenants, No. 1; 3; 4 (10%); 5, 6, 7 (10%)



of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

17. Grantor shall keep the improvements now existing or hereafter erected on the herein described property, if any, insured against loss by fire or hazards included within the term "extended coverage" in an amount at least equal to the lesser of (a) the insurable value of the Property or (b) an amount sufficient to pay the sums secured by this Deed of Trust as well as any prior encumbrances on the Property. All of the foregoing shall be known as "Property Insurance." The insurance carrier providing the insurance shall be qualified to write Property Insurance in Nevada and shall be chosen by Grantor subject to Beneficiary's right to reject the chosen carrier for reasonable cause. All insurance policies and renewals thereof shall include a standard mortgage clause in favor of Beneficiary, and shall provide that the insurance carrier shall notify Beneficiary at least ten (10) days before cancellation, termination or any material change of coverage. Insurance policies shall be furnished to Beneficiary at or before closing. Beneficiary shall have the right to hold the policies and renewals thereof. In the event of loss, Grantor shall give prompt notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly by Grantor. All of the rights of Grantor and Beneficiary hereunder with respect to insurance carriers, insurance policies and insurance proceeds are subject to the rights of any holder of a prior deed of trust with respect to said insurance carriers, policies and proceeds.

18. Grantor shall timely pay all property and other taxes related to the herein described property and Grantor shall timely pay all fees owed to the herein described property's home owner's association ("HOA"). If Grantor fails to pay any property taxes or HOA dues, the entire balance of the Note secured hereby shall, at the option of the holder thereof without demand or notice immediately become due and payable.

19. In case Borrower shall well and truly perform the obligation or pay or cause to be paid at maturity the debt or Note, and all moneys agreed to be paid, and interest thereon for the security of which the transfer is made, and also the reasonable expenses of the Trust, then the Trustee, its successors or assigns, shall reconvey to the Grantor all the estate in the premises conveyed to the Trustee by the Grantor. Any part of the trust property may be reconveyed at the request of the Beneficiary.

20. The Trustee, upon a sale pursuant to NRS 107.030(6), shall make (without warranty), execute and, after due payment made, deliver to purchaser or purchasers, his, her or their heirs or assigns, a deed or deeds of the premises so sold which shall convey to the purchaser all the title of the Grantor in the trust premises, and shall apply the proceeds of the sale thereof in payment, firstly, of the expenses of such sale, together with the reasonable expenses of the Trust, including counsel fees, in an amount equal to reasonable counsel fees and costs actually incurred, which shall become due upon any default made by Grantor or Borrower in any of the payments aforesaid; and also such sums, if any, as Trustee or Beneficiary shall have paid, for procuring a search of the title to the premises, or any part thereof, subsequent to the execution of this Deed of Trust; and in payment, secondly, of the obligation or debts secured, and interest thereon then remaining unpaid, and the amount of all other moneys with interest thereon herein agreed or provided to be paid by Grantor or Borrower; and the balance or surplus of such proceeds of sale it shall pay to Grantor, his or her heirs, executors, administrators or assigns.

21. If the Trustor shall refinance, sell, convey or alienate the herein described 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, without having first obtained Beneficiary's written consent to do so, the entire balance of the Note secured hereby shall, at the option of the holder thereof without demand or notice immediately become due and payable.

22. Each remedy provided in the Note and this Deed of Trust is distinct from and cumulative to all other rights or remedies under the Note and this Deed of Trust or afforded by law or equity, and may be



exercised concurrently, independently or successively.

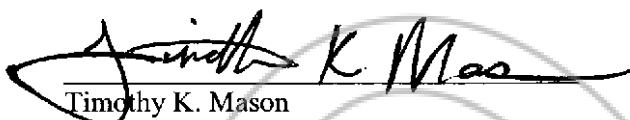
23. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Beneficiary and Grantor, subject to the provisions of Section 20. All covenants and agreements of Grantor shall be joint and several. The captions and headings of the sections in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

23. The Note and this Deed of Trust shall be governed by the law of Nevada. In the event that any provision or clause of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and Note are declared to be severable.

The undersigned Trustor request that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address herein before set forth.

In WITNESS WHEREOF, this instrument has been executed as of the date first set forth above.

Dated: February 10, 2017

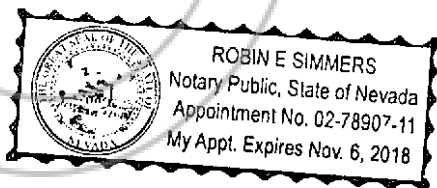

Timothy K. Mason

NOTARY SUBSCRIPTION

STATE OF NEVADA)
) : ss.
COUNTY OF LINCOLN)

On February 10, 2017, before me, the undersigned Notary, personally appeared Timothy K. Mason, who is personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose name is subscribed to this instrument, and acknowledged that they executed it. I declare under penalty of perjury that the persons whose names are ascribed to this instrument appear to be of sound mind and under no duress, fraud, or undue influence.

NOTARY SEAL:




Notary

**EXHIBIT 'A'**

APN: 011-220-10

1.84 Acre in S $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ Lying East of the East Right-of-Way Line of Old Highway 93 & Lying West of The East Line of said S $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 32 T6S R.61E, Metal Building, Well Shed, Well & Gasoline Tank

APN: 011-220-11

A parcel of land situated in the NW 1/4 of the SE $\frac{1}{4}$ of Section 32, T. 6 S., R. 61 E., M D. M, Lincoln County, Nevada; being more particularly described as follows:

Commencing at a point 51.83 ft. right of and measured radially from the centerline of State Route 7, US highway 93, Project 5-544(11) at Highway Engineer's Station "C" 805+07.30; thence S 90 degrees 00'00"W. A distance of 153.65 ft. to a point on the westerly right-of-way of said State Route 7. US Highway 93, and the Point of Beginning.

Thence along a curve to the right following said westerly right-of-way, having a central angle of 01 degree 44'23", a radius of 9900.00 feet, a tangent length of 150.33 and an arc length of 300.62 ft. to a point on said westerly right-of-way;

Thence, leaving said westerly right-of-way. N 49 degrees 49' 11" W. A distance of 257.55 A. to a point on the centerline of roadway, being old US Highway 93;

Thence along said easterly right-of-way a distance of 296.74 fl. to a point on said easterly right-of-way;

Thence, leaving said easterly right-of-way, N90 degrees 00'00"E a distance of 260.15 ft. to the Point of Beginning.