DOC # 0152655

09/26/2017

13:44 PM

Official Record

Recording requested By FIRST AMERICAN TITLE COMPANY

Lincoln County – NV Leslie Boucher – Recorder

Fee: \$16.00

Page 1 of 3 Recorded By: AE

Book- 314 Page- 0214

A.P.N.: 002-112-01 File No: 116-2526051 (CC)

When Recorded Return To: McCollins LLC a Utah limited liability company 930 EAST 100 SOUTH Springvalley, UT 84663

## **DEED OF TRUST WITH ASSIGNMENTS OF RENTS**

THIS DEED OF TRUST, made September 06, 2017, between Clair Barton Anderson, Jr. and Melinda Ruth Anderson, husband and wife as joint tenants, TRUSTOR, whose address is P.O. Box 147, Panaca, NV 89042, First American Title Insurance Company, TRUSTEE, and McCollins LLC a Utah limited liability company, BENEFICIARY, whose address is 930 EAST 100 SOUTH, Springvalley, UT 84663.

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

LOTS 1 AND 2, BLOCK 5, AS DESIGNATED AND DELINEATED ON THE OFFICIAL TOWN PLAT OF THE TOWN OF PANACA, ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF LINCOLN COUNTY, NEVADA.

## **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 **Two hundred fifty thousand** dollars (\$250,000.00) 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:

County	<u>Book</u>	<u>Page</u>	Doc. No	<u>.</u>	County	Book	<u>Page</u>	Doc. No.
Churchill	39 Mortgages	363	115384		Lincoln		-	45902
Clark	850 Off. Rec.		682747	Ш	Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050	Ш	Mineral	11 Off. Rec.	129	89073
Elko	92 Off. Rec.	652	35747	Ш	Nye	105 Off. Rec.	107	04823
Esmeralda	3-X Deeds	195	35922	Ш	Ormsby	72 Off. Rec.	537	32867
Eureka	22 Off. Rec.	138	45941	11	Pershing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	N.	Storey	"S" Mortgages	206	31506
Lander	24 Off. Rec.	168	50782	<b>/</b>	Washoe	300 Off. Rec.	517	107192
			(	( ii	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.

Clair Barton Ancherson Ja

Dated: September 06, 2017

air Barton Anderson Jr.

lelinga Ruth Anderson

Melinda Ruth Anderson

STATE OF COUNTY OF	nevada Lincoln	) :ss. )	MY A	NICHOLE CARTER NOTARY PUBLIC STATE OF NEVADA APPT. No. 13-12144-11 APPT. EXPIRES November 13, 2017
	ent was acknowledged bef day of <u>September</u>			
Y ichole	Notary Public ion expires: \(\lambda \lambda \la	ts:	rson	
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