

**Official Record**Recording requested By  
FIRST AMERICAN TITLELincoln County - NV  
**Leslie Boucher - Recorder**Fee: \$35.00 Page 1 of 3  
RPTT: Recorded By: LB  
Book- 316 Page- 0509A.P.N.: 011-200-14  
File No: 116-2531270 (dp)When Recorded Return To:  
Clyde R. MacElrath, Paula J. McGowan and Jerrold D.  
McGowan  
P.O. Box 267  
Alamo, NV 89001**DEED OF TRUST WITH ASSIGNMENTS OF RENTS**

THIS DEED OF TRUST, made 12/08/2017, between **Juan Carlos Guerrero Reyes, TRUSTOR**, whose address is **1750 South Richardville Road, Hiko, NV 89017, First American Title Insurance Company, TRUSTEE**, and **Clyde R. MacElrath, a widower, Paula J. McGowan and Jerrold D. McGowan, wife and husband, all as joint tenants, BENEFICIARY**, whose address is **P.O. Box 267, Alamo, NV 89001**.

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 NORTHEAST QUARTER (NE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 32, TOWNSHIP 6 SOUTH, RANGE 61 EAST, M.D.B.&M., MORE PARTICULARLY DESCRIBED AS FOLLOWS;**

**COMMENCING AT THE NORTH QUARTER CORNER (1/4) OF SECTION 32, TOWNSHIP 6 SOUTH, RANGE 61 EAST, M.D.M.,**

**THENCE SOUTH 1 30'13" EAST, A DISTANCE OF 1065.28 FEET TO A POINT BEING ON THE NORTHEAST RIGHT OF WAY LINE OF THE FRONTAGE ROAD (FORMERLY HIGHWAY 93 BEFORE THE REALIGNMENT)**

**THENCE NORTH 50 41' 00" WEST, A DISTANCE OF 866.03 FEET ALONG THE NORTHEAST RIGHT OF WAY LINE OF THE AFOREMENTIONED FRONTAGE TO THE TRUE POINT OF BEGINNING.**

**THENCE NORTH 39 19' 00" EAST, A DISTANCE OF 175.00 FEET TO A POINT;  
THENCE NORTH 50 41' 00" WEST, A DISTANCE OF 9.52 FEET TO A POINT;  
THENCE NORTH 51 29' 13" EAST, A DISTANCE OF 174.33 FEET TO A POINT;  
THENCE SOUTH 38 30' 47" EAST, A DISTANCE OF 155.00 FEET TO A POINT;  
THENCE SOUTH 51 29' 13" WEST, A DISTANCE OF 140.90 FEET TO A POINT;  
THENCE NORTH 50 41' 00" WEST, A DISTANCE OF 24.03 FEET TO A POINT;  
THENCE SOUTH 39 19' 00" WEST, A DISTANCE OF 175.00 FEET TO A POINT;  
THENCE NORTH 50 41' 00" WEST, A DISTANCE OF 125.01 FEET TO THE TRUE POINT OF BEGINNING.**

**NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN**



**THAT CERTAIN DOCUMENT RECORDED MAY 08, 2017, IN BOOK 311, PAGE 100, AS INSTRUMENT NO. 151735.**

**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 **Twenty thousand** dollars (**\$20,000.00**) 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




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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: **December 08, 2017**

  
\_\_\_\_\_  
Juan Carlos Guerrero Reyes

STATE OF **NEVADA** )  
COUNTY OF Lincoln ) :ss.

This instrument was acknowledged before me on this:  
21 day of December, 2017

**By: Juan Carlos Guerrero Reyes**

  
\_\_\_\_\_  
Notary Public  
(My commission expires: NOV 6 2018)

