

Official Record

Recording requested By  
TITLE SERVICE & ESCROW

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$35.00

Page 1 of 4

RPTT.

Recorded By: AE

Book- 317 Page- 0366

APN: 13-160-23  
Order No.: TSL-39170-CB

WHEN RECORDED MAIL TO:  
TITLE SERVICE AND ESCROW CO., I.C.  
PO BOX 985  
YERINGTON, NV 89447



SPACE ABOVE FOR RECORDER'S USE

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 30th day of January, 2018, between KEVIN ROBERTS and RHEAJEAN ROBERTS, husband and wife, herein called TRUSTOR, whose address is 7140 LA CIENEGA STREET, LAS VEGAS, NV 89119, TITLE SERVICE AND ESCROW COMPANY, a Nevada corporation, herein called TRUSTEE, and GARY C. CARRIGAN, Successor Trustee of the 5 C LIVING TRUST, dated April 20, 1995, herein called BENEFICIARY, whose address is 1235 MT HWY 56, NOXON, MT 59853

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

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

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 or renewal thereof, in the principal sum of \$59,500.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such additional sums as may hereafter be advanced for the account of Trustor or Assigns by Beneficiary with interest thereon.



TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (16) inclusive of the Deed of Trust recorded in the Book and at the page, or Document No. of Official Records in the Office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz:

Lyon, OCT 30, 1997 as No. 211663

Mineral, NOV 4, 1997, in Book 173, Pages 267 - 269 as No. 117835

COUNTY	DOC. NO.	BOOK	PAGE	COUNTY	DOC. NO.	BOOK	PAGE
Clark	413987	514		Churchill	1104132	34 mtgs	591
Washoe	407205	734	221	Douglas	24495	22	415
Elko	14831	43	343	Esmeralda	26291	3H Deeds	138-141
Nye	47157	67	163	Eureka	39602	3	283
Ormsby	72637	19	102	Humboldt	116986	3	83
Pershing	57488	28	58	Lander	41172	3	758
Storey	28573	R mtgs	112	Lincoln	41292	0 mtgs	467
White Pine		128126	261			341-344	

hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provision; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be reasonable and with respect to attorneys' fees provided for by covenant 7 the percentage shall be reasonable.

Trustor agrees that Trustor shall not assign or transfer this Deed of Trust, the Promissory Note secured hereby, or any obligation or interest hereunder or the property, or any part thereof, which is described in this Deed of Trust, without written consent of Beneficiary. Any attempted Assignment or Transfer by Trustor in violation of the foregoing provision may, at Beneficiary's option, be deemed a default by the Trustor, and Beneficiary may pursue such remedy or remedies as may be available to it for such a material breach.

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




Kevin D Roberts  
KEVIN ROBERTS

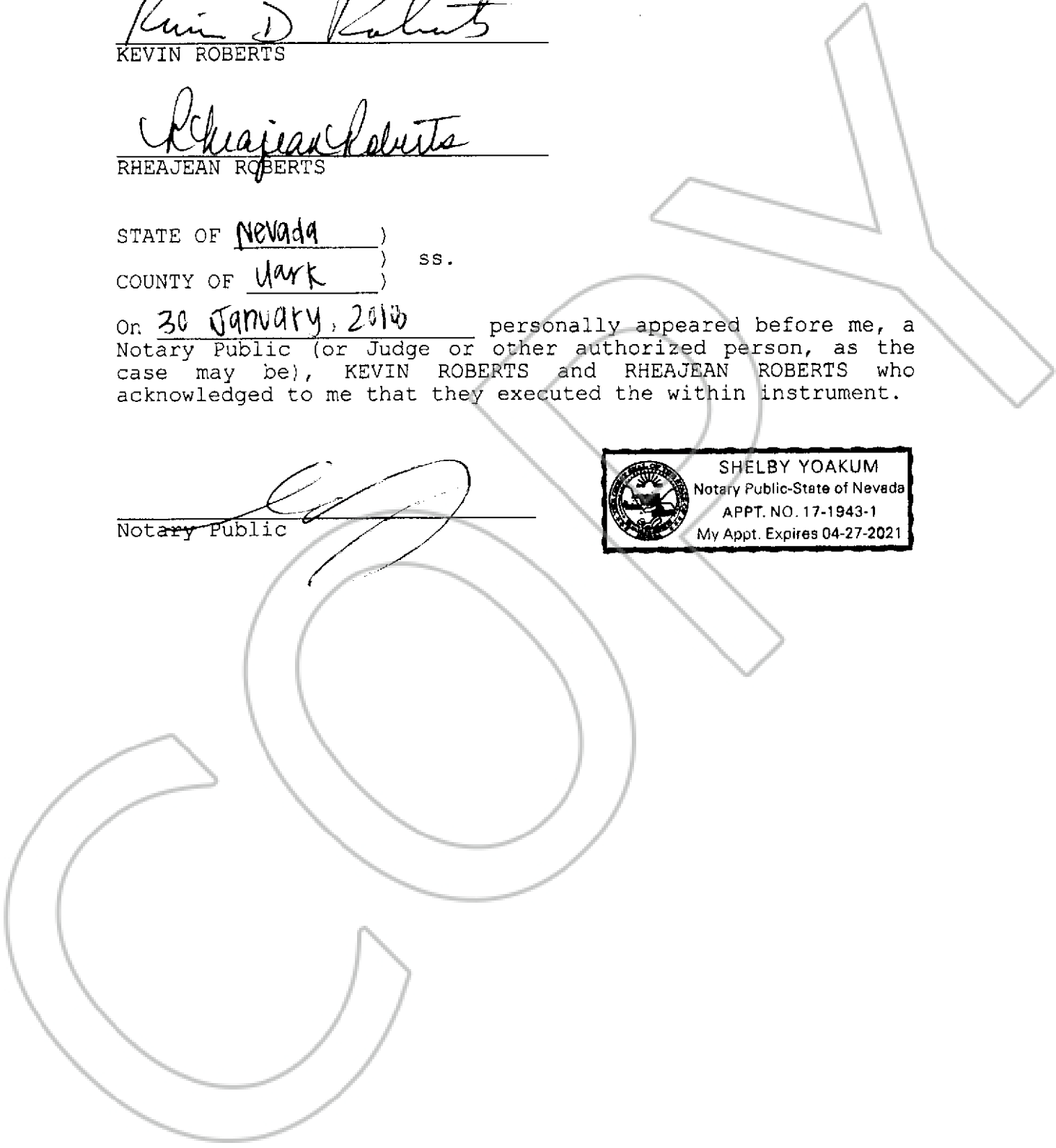
Rhea Jean Roberts  
RHEAJEAN ROBERTS

STATE OF Nevada )  
COUNTY OF Clark ) ss.

On 30 January, 2018 personally appeared before me, a Notary Public (or Judge or other authorized person, as the case may be), KEVIN ROBERTS and RHEAJEAN ROBERTS who acknowledged to me that they executed the within instrument.

[Signature]  
Notary Public

 SHELBY YOAKUM  
Notary Public-State of Nevada  
APPT. NO. 17-1943-1  
My Appt. Expires 04-27-2021





## Exhibit "A"

A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 67 EAST, MOUNT DIABLO BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 3 AS SHOWN ON MAP OF DIVISION INTO LARGE PARCELS FOR GARY A. CARRIGAN, RECORDED AUGUST 7, 1996 IN PLAT BOOK B, PAGE 54 AS FILE NO. 109503 AND CERTIFICATE OF AMENDMENT THERETO RECORDED FEBRUARY 22, 2000 IN PLAT BOOK B OF MAPS, PAGE 287 AS FILE NO. 114163 IN THE OFFICE OF THE COUNTY RECORDER OF LINCOLN COUNTY, NEVADA.

EXCEPTING THEREFROM ALL THAT REAL PROPERTY CONVEYED TO THE COUNTY OF LINCOLN BY DEED OF DEDICATION RECORDED JUNE 13, 2002 IN BOOK 164, PAGE 293 AS DOCUMENT NO. 118301 OF OFFICIAL RECORDS, LINCOLN COUNTY, NEVADA.