

A P N 002 181 12

Instrument Prepared By and Return to  
United Federal Credit Union  
2807 S State Street  
St Joseph MI 49085



OFFICIAL RECORD  
LESLIE BOUCHER, RECORDER

THE UNDERSIGNED HEREBY AFFIRMS THAT THIS DOCUMENT  
SUBMITTED FOR RECORDING DOES NOT CONTAIN A SOCIAL  
SECURITY NUMBER (PER NRS 239B 030)

Signature Ma W. [Signature]

Title Equity Processor

United Federal Credit Union  
2807 S State Street  
St Joseph MI 49085  
NMLSR ID # 471962



LOAN ORIGINATOR NAME AND NMLSR ID # Patrick Feole

THIS DEED OF TRUST is given on 9/19/2018 by \_\_\_\_\_  
Justin Bode  
Sarah Bode

Husband and Wife as joint tenants with right of survivorship  
 (hereinafter referred to as "Borrower") to the Trustee Fidelity National Title ("Trustee")  
 whose address is Glen Forest Dr Suite 300 Richmond VA 23226  
 for the benefit of UNITED FEDERAL CREDIT UNION as Lender a corporation organized and existing under  
 the laws of the United States whose address is 2807 S State Street, St Joseph MI 49085 ("Lender")  
 Borrower does hereby irrevocably and unconditionally grant convey and warrant to Trustee in trust for the  
 benefit of Lender with power of sale the following described property located in the County of  
Lincoln State of Nevada (the "Real Property")  
See Attached Legal

which has the street address of 1012 Hansen Street Panaca NV 89042  
 together with (i) all improvements buildings or structures of any nature whatsoever, now or hereafter erected on  
 the property (ii) all fixtures including all plumbing, heating air conditioning and ventilating equipment now or  
 hereafter located under on or above the property (iii) all rights privileges rents royalties mineral oil and gas  
 rights and profits tenements hereditaments rights-of-way, easements appendages appurtenances or riparian  
 rights now or hereafter belonging or in any way appertaining to the property and (iv) all of Borrower's right, title  
 and interest in and to any streets rights-of-way alleys or strips of land now or hereafter adjoining thereto  
 including any replacements and additions to any of the foregoing All of the foregoing is collectively referred to in  
 this Deed of Trust as the "Property "  
*Complete if Applicable*  
 The Property is part of a condominium project known as \_\_\_\_\_  
 The Property includes Borrower's unit and all Borrower's rights in the common elements of the condominium  
 project  
 The Property is in a Planned Unit Development known as \_\_\_\_\_

**DEED OF TRUST (continued)**

This Deed of Trust is given to secure to Lender the following

- 1 The repayment of all indebtedness including a principal sum of \$85 000 00 finance charges taxes special assessments insurance late fees, and any other charges and collection costs due and to become due ("Debt") under the terms and conditions of the HomeEquity Closed-end Note Truth in Lending Disclosure Statement and Loan Agreement made by Borrower and dated the same day as this Deed of Trust including any and all modifications amendments extensions and renewals thereof ("Agreement") The Maturity Date of the Agreement is 9/24/2033
- 2 The payment of all other sums advanced in accordance therewith to protect the Property with finance charges thereon at a rate which may vary as described in the Agreement,
- 3 The performance of Borrower's covenants and agreements under this Deed of Trust and under the Agreement

**A REPRESENTATIONS**

Borrower hereby represents to Lender as follows

1 **Validity of Security Documents** (a) The execution delivery and performance by Borrower of the Agreement this Deed of Trust and all other documents and instruments now or hereafter furnished to Borrower to evidence or secure payment of the Debt (the "Security Documents") and the borrowing evidenced by the Agreement will not violate any provision of law any order of any court or other agency of government or any deed of trust indenture, trust agreement or other instrument to which Borrower is a party or by which Borrower or any of Borrower's property is bound or be in conflict with or will result in a material breach of or constitute (with due notice and/or lapse of time) a default under any such deed of trust indenture trust agreement or other instrument, or result in the creation or imposition of any lien charge or encumbrance of any nature whatsoever upon any of Borrower's property or assets except as contemplated by the provisions of the Security Documents and

(b) The Security Documents as and when executed and delivered by Borrower constitute the legal valid and binding obligations of Borrower in accordance with their respective terms subject to applicable bankruptcy and insolvency laws

2 **Other Information** All other information reports, papers and data given to Lender or to Lender's legal counsel with respect to Borrower the Property or the loan evidenced by the Security Documents are accurate and correct in all material respects and complete insofar as completeness may be necessary to give Lender a true and accurate knowledge of the subject matter

3 **Title** Borrower has good and marketable title in fee simple to the Property free and clear of all encumbrances except for encumbrances of record as of the date of this Deed of Trust and Borrower has the right to convey the same in fee simple Borrower will preserve its title to the Property and will forever covenant and defend the same to Lender and will forever covenant and defend the validity and priority of the lien of this Deed of Trust

4 **Litigation** There is not now pending or threatened against or affecting the Property nor to the knowledge of Borrower is there contemplated any action suit or proceeding at law or in equity or by or before any administrative agency which if adversely determined, would impair or adversely affect the value or operation of the Property

5 **Environmental Indemnity** Borrower shall indemnify and hold Lender harmless against and from any and all loss cost damage claim or expense (including without limitation any and all attorney's fees or expenses of litigation) incurred or suffered by Lender on account of (i) the location on the Property of any chemicals material substance or contaminant (including without limitation, oil petroleum products asbestos urea formaldehyde foam insulation hazardous waste and/or toxic waste) the presence or storage of which or the exposure to which is prohibited limited or regulated by any federal state county regional or local governmental unit agency or authority or which presence storage or exposure may pose a hazard to health and safety ("hazardous substance") or (ii) the failure by Borrower or any prior owner or occupant of the Property to comply with any applicable federal state county regional or local environmental laws regulations and court or administrative orders

**B ADDITIONAL COVENANTS**

Until the entire Debt shall have been paid in full Borrower covenants and agrees as follows

6 **Payment of Indebtedness** Borrower shall timely pay and discharge the Debt or any part thereof in accordance with terms and conditions of the Agreement this Deed of Trust and the Security Documents

7 **Funds for Taxes and Insurance** Subject to applicable law Lender at Lender's option may require Borrower to pay to Lender on the day monthly payments of principal and finance charges are payable under the Loan Agreement until all sums secured by this Deed of Trust are paid in full a sum (herein "Funds") equal to

**DEED OF TRUST (continued)**

one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments if any) which may attain priority over this Deed of Trust and ground rents on the Property if any plus one twelfth of yearly premium installments for hazard insurance and flood insurance if applicable all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender

If Borrower pays Funds to Lender the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution) Lender may require a "cushion" to be maintained in the account equal to one sixth of the estimated total amount of taxes insurance premiums and other charges that are to be paid annually or such other amount as required or allowed by law Lender shall apply the Funds to pay said taxes assessments, insurance premiums and ground rents Lender may not charge for so holding and applying the funds analyzing said account or verifying and compiling said assessments and bills unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower and unless such agreement is made or applicable law requires such interest to be paid Lender shall not be required to pay Borrower any interest or earnings on the Funds Lender shall give to Borrower without charge an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made The Funds are pledged as additional security for the sums secured by this Deed of Trust

If the amount of the Funds held by Lender together with the future monthly installments of Funds payable prior to the due dates of taxes assessments insurance premiums and ground rents shall exceed the amount required to be paid and maintained for said taxes assessments, insurance premiums and ground rents as they fall due such excess shall be at Borrower's option either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds If the amount of the Funds held by Lender shall not be sufficient to pay taxes assessments insurance premiums and ground rents as they fall due Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require

Upon payment in full of all sums secured by this Security Instrument Lender shall promptly refund to Borrower any Funds held by Lender If under paragraph 23 hereof the Property is sold or the Property is otherwise acquired by Lender Lender shall apply no later than immediately prior to the sale of the Property or its acquisition by Lender any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument

**8 Application of Payments** Unless applicable law provides otherwise all payments received by Lender under the Agreement and this Deed of Trust hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under the "Funds for Taxes and Insurance" paragraph herein second (in the order Lender chooses) to any finance charges other charges and collection costs owing and third to the principal balance under the Agreement

**9 Hazard Insurance** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire hazards included within the term "extended coverage" floods and such other hazards as Lender may require and in such amounts and for such periods as Lender may require Unless Lender in writing requires otherwise the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy and the amount of coverage shall be no less than the Maximum Principal Balance plus the full amount of any lien which has priority over this Deed of Trust

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender provided that such approval shall not be unreasonably withheld All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender Lender shall have the right to hold the policies and renewals thereof subject to the terms of any mortgage deed of trust or other security agreement with a lien which has priority over this Deed of Trust

In the event of loss Borrower shall give prompt notice to the insurance carrier and Lender Lender may make proof of loss if not made promptly by Borrower All insurance proceeds are hereby assigned to Lender and shall be paid to Lender to the extent of all sums secured by this Deed of Trust subject to the terms of any mortgage deed of trust or security agreement with a lien which has priority over this Deed of Trust Unless Lender and

**DEED OF TRUST (continued)**

Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property if it is economically feasible to do so

If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust

**10 Repair** Borrower shall keep the Property in good order and condition and make all necessary or appropriate repairs replacements and renewals thereof Borrower agrees not to permit or allow any waste of the Property or make or permit to be made any material alterations or additions to the Property that would have the effect of diminishing the value thereof or that will in any way increase the risk of any fire or hazard arising out of the construction or operation thereof Borrower agrees not to alter or remove any structure or fixture in the Property without Lender's prior written consent Borrower shall prevent any act or thing which might adversely effect or impair the value or usefulness of the Property

If this Deed of Trust is on a unit in a condominium or a planned unit development Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development the by-laws and regulations of the condominium or planned unit development and the constituent documents

**11 Restoration Following Uninsured Casualty** In the event of the happening of any casualty of any kind or nature ordinary or extraordinary foreseen or unforeseen not covered by any Insurance Policy resulting in damage to or destruction of the Property Borrower shall give notice thereof to Lender and Borrower shall promptly at Borrower's sole cost and expense commence and diligently continue to restore repair, replace rebuild or alter the damaged or destroyed Property as nearly as possible to its value condition and character immediately prior to such damage or destruction

**12 Protection of Lender's Security** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust or if any action or proceeding is commenced which materially affects Lender's interest in the Property then Lender at Lender's option upon notice to Borrower may make such appearances disburse such sums including reasonable attorneys' fees and take such action as is necessary to protect Lender's interest Any amounts disbursed by Lender pursuant to this paragraph with finance charges thereon at the rate provided in the Agreement shall become additional indebtedness of Borrower secured by this Deed of Trust Unless Borrower and Lender agree to other terms of payment such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder Any action taken by Lender under this Paragraph shall not cure any breach Borrower may have committed of any covenant or agreement under this Deed of Trust Borrower agrees that Lender is subrogated to all of the rights and remedies of any prior lienor to the extent of any payment by Lender to such lienor

**13 Leaseholds, Assignment of Rents** If this Deed of Trust is on a leasehold Borrower shall comply with all provisions of any lease As additional security hereunder Borrower hereby assigns to Lender the rents of the Property provided that Borrower shall prior to acceleration or abandonment of the Property, have the right to collect and retain such rents as they become due and payable

Upon acceleration or abandonment of the Property Lender in person by agent or by judicially appointed receiver shall be entitled to enter upon take possession of and manage the Property and to collect the rents of the Property including those past due All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents including but not limited to receiver's fees premiums on receiver's bonds and reasonable attorneys' fees and then to the sums secured by this Deed of Trust Lender and the receiver shall be liable to account only for those rents actually received

**14 Rehabilitation Loan Agreement** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation improvement repair or other loan agreement which Borrower may enter into with Lender Lender at Lender's option may require Borrower to execute and deliver to Lender in a form acceptable to Lender an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property

**15 Compliance with Laws** Borrower shall promptly and faithfully comply with conform to and obey or contest by appropriate proceedings in good faith all present and use its best efforts as to future laws ordinances rules regulations and requirements of every duly constituted governmental authority or agency and of every board of



**DEED OF TRUST (continued)**

fire underwriters having jurisdiction or similar body exercising functions which may be applicable to it or to the Property or to the use and manner of use occupancy, possession operation maintenance or reconstruction of the Property whether or not such law ordinance rule order regulation or requirement shall necessitate structural changes or improvements or interfere with the use or enjoyment of the Property

**16 Performance of Other Agreements** Borrower shall duly and punctually perform all covenants and agreements expressed as binding upon it under any agreement of any nature whatsoever that involves the Property including without limitation all lease provisions under any lease held by Borrower and all rules and regulations of a homeowners or condominium association if the Property is part of a condominium cooperative, phased development or other homeowners association

**17 Inspection** Borrower shall permit Lender and parties designated by Lender at all reasonable times, to inspect the Property provided that Lender shall give Borrower notice prior to such inspection, specifying reasonable cause therefor related to Lender's interest in the Property

**18 Hold Harmless** Borrower shall at Borrower's sole cost and expense, save indemnify and hold the Lender its officers directors employees and agents harmless from any injury claim demand suit judgment execution liability debt damage or penalty (hereinafter collectively referred to as "Claims") affecting the Property or the value of any of the Security Documents arising out of, resulting from or alleged to arise out of or result from any action or inaction by Borrower except as may be the direct result of Lender's negligence Borrower shall pay all expenses incurred by the Lender in defending itself with regard to any and all Claims These expenses shall include all out-of-pocket expenses such as attorneys' and experts' fees and shall also include the reasonable value of any services rendered by any employee of Lender

**19 Expenses** Borrower shall pay or reimburse Lender for all reasonable costs and expenses paid or incurred by Lender in any action proceeding or dispute of any kind in which Lender is made a party or appears as party plaintiff or defendant, involving any of the Security Documents, Borrower or the Property including, without limitation to the foreclosure or other enforcement of this Deed of Trust, any condemnation involving the Property any action to protect the security hereof or any proceeding in probate or bankruptcy and any such amounts paid or incurred by Borrower shall be treated as Advances in accordance with this Deed of Trust

**20 Advances** In the event Borrower fails to perform any act required of Borrower by any of the Security Documents or other contracts rules or regulations pertaining to the Property or to pay when due any amount required to be paid by any of the Security Documents Lender may but shall not be obligated to make such payment or perform such act Such payment or performance by Lender shall not have the effect of curing any Event of Default or of extending the time for making any payment due hereunder or under the Agreement All amounts so paid by Lender together with all expenses incurred in connection therewith shall be deemed advances ("Advances") under this Deed of Trust and the Agreement shall be immediately due and payable and shall be added to the Debt Advances shall bear interest from the date expended at the rate specified in the Agreement and shall be secured by this Deed of Trust as though originally a part of the principal amount of the Debt

**21 Use Violations** Borrower shall not use the Property or allow the same to be used or occupied for any unlawful purpose or in violation of any permit or certificate or any law ordinance regulation or restrictive covenant covering or affecting the use or occupancy thereof or suffer any act to be done or any condition to exist on the Property or any article to be brought thereon that may be dangerous unless safeguarded as required by law or that may in law constitute a nuisance public or private

**22 Taxes, Liens** Borrower shall pay all taxes assessments charges fines leasehold payments or ground rents and impositions attributable to the Property To the extent these are escrow items they shall be paid in accordance with the "Funds for Taxes and Insurance" paragraph Borrower shall not without the prior written consent of Lender create or permit to be created or to remain any mortgage pledge lien encumbrance or charge on security interest in or conditional sale of or other title retention agreement on (whether prior or subordinate to the liens of the Security Documents) the Property or income therefrom other than the Security Documents ("Liens") In the event Borrower fails to promptly discharge any such Liens Lender may but shall not be obligated to do so and any amounts paid or incurred by Lender (including reasonable attorney's fees in connection therewith) shall be treated as Advances in accordance with the "Advances" paragraph herein

**23 Transfer of the Property** Borrower shall not sell convey transfer or assign the Property or any beneficial interest therein or any part thereof whether by operation of law or otherwise without the prior notice and the prior written consent of Lender In the event of such a sale conveyance transfer or assignment Lender may at its option require immediate payment in full of all sums secured by this Deed of Trust However this option shall not

**DEED OF TRUST (continued)**

be exercised by Lender if exercise is prohibited by applicable law as of the date of this Deed of Trust. If Lender exercises Lender's option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower.

Even if Borrower transfers the Property, Borrower will continue to be obligated under the Agreement and this Deed of Trust unless Lender releases Borrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Borrower, Lender may require that the person to whom the Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances under the Agreement.

**24 Default, Termination and Acceleration, Remedies** If Borrower breaches any covenant or agreement in this Deed of Trust, Lender shall give notice to Borrower prior to acceleration. The notice shall specify (a) the default, (b) the action required to cure the default, (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured, and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may, without further demand, invoke the power of sale, including the right to accelerate the full amount of the debt and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' fees and costs of title evidence. If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender shall mail copies of the notice as prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees, (b) to all sums secured by this Deed of Trust, and (c) any excess to the person or persons legally entitled to it.

**25 Borrower's Right to Reinstate** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to any power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust. Those conditions are that Borrower: (a) pays Lender all sums which would then be due under this Deed of Trust and the Loan Agreement had no acceleration occurred, (b) cures all other events of default under this Deed of Trust and the Loan Agreement, (c) pays all expenses incurred in enforcing this Deed of Trust including, but not limited to, reasonable attorneys' fees, and (d) takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust shall continue unchanged. Upon reinstatement by Borrower, this Deed of Trust and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under the "Transfer of Property" paragraph herein.

**26 Condemnation** In the event of any condemnation or other taking of any part or all of the Property or for conveyance in lieu of condemnation, all awards or other compensation for such taking shall be paid to Lender for application on the Debt, provided that no such application shall result in additional interest or have the effect of curing any event of default or extending the time for making any payment due hereunder or under the Agreement.

**27 Prior Liens and Obligations** If this Deed of Trust is subject to a prior deed of trust, mortgage or other

**DEED OF TRUST (continued)**

security interest the lien of which is superior to the lien of this Deed of Trust Borrower agrees to pay each installment of the debt secured by the prior security instrument ("instrument") when it is due whether by acceleration or otherwise Borrower also agrees to pay and perform all other obligations of the Lender under the prior instrument Borrower agrees to provide Lender with proof of payment or performance under the prior instrument whenever Lender requests it If Borrower fails to pay any installment of principal or interest when it is due or if Borrower fails to pay or perform any other obligation under the prior instrument Lender has the right but not the obligation to pay the installment or to pay or perform such other obligation on Borrower's behalf Any amounts Lender spends in performing Borrower's obligations will become part of the Debt payable by Borrower on Lender's demand and will bear interest at the same rate as the Debt bears from time to time Lender may rely upon any written notice of default under the prior instrument that Lender receives from the holder of the prior instrument even though Borrower questions or denies the existence extent or nature of the default Borrower shall not renew extend or modify the prior instrument, and shall not increase the debt secured by the prior instrument without Lender's prior written consent

**28 Survival of Warranties and Covenants** The warranties representations covenants and agreements set forth in the Security Documents shall survive the making of the loan and the execution and delivery of the Agreement and shall continue in full force and effect until the Debt shall have been paid in full

**29 Further Assurances** Borrower shall upon the reasonable request of Lender execute acknowledge and deliver such further instruments (including without limitation a declaration of no set-off) and do such further acts as may be necessary desirable or proper to carry out more effectively the purpose of the Security Documents and to subject to the liens thereof any property intended by the terms thereof to be covered thereby and any renewals additions, substitutions replacements or betterments thereto

**30 Recording and Filing** Borrower shall cooperate with Lender to cause those Security Documents for which constructive notice must be given to protect Lender (and all supplements thereto) to be at all times recorded and filed and re-recorded and re-filed in such manner and in such places as Lender shall reasonably request and Borrower shall pay all such recording filing re-recording re-filing taxes fees and other charges to the maximum extent permitted by the laws of the State in which the recording or filing takes place

**31 Loan Expenses** Borrower shall pay all applicable costs expenses and fees set forth in the Agreement

**32 No Representation by Lender** By accepting or approving anything required to be observed performed or fulfilled, or to be given to Lender pursuant to this Deed of Trust including (but not limited to any officer's certificate balance sheet statement of profit and loss or other financial statement survey or appraisal) Lender shall not be deemed to have arranged or represented the sufficiency legality effectiveness or legal effect of the same or of any term provision or condition thereof and such acceptance or approval thereof shall not be or constitute any warranty or representation with respect thereto by Lender

**33 Borrower Not Released, Forbearance By Lender Not a Waiver** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release in any manner the liability of the original Borrower and Borrower's successors in interest Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest Any forbearance by Lender in exercising any right or remedy hereunder or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy

**34 Incorporation of Agreement** Each and every term covenant and provision contained in the Agreement is by this reference incorporated into this Deed of Trust as if fully set forth herein

**35 Waiver of Homestead and Other Rights** To the extent permitted by law Borrower hereby waives the benefit of the homestead exemption as to all sums secured by this Deed of Trust Borrower to the extent permitted by applicable law also waives and releases any error or defects in proceedings to enforce this Deed of Trust and hereby waives the benefit of any present or future laws providing for stay of execution extension of time exemption from attachment and levy and sale and hereby waives all rights to dower or curtesy

**36 Notice** Except for any notice required under applicable law to be given in another manner any notice provided for in this Deed of Trust shall be in writing and shall be deemed properly delivered three days after deposit thereof in any main or branch United States Post Office certified or first class United States Mail postage prepaid addressed to each party's address as listed on page 1 or at such other address as may be designated by notice as provided herein

**37 Covenants Running With the Land** All covenants contained in this Deed of Trust shall run with the Land



**DEED OF TRUST (continued)**

**38 Successors and Assigns** All of the terms of this Deed of Trust shall apply to and be binding upon and inure to the benefit of the successors and assigns of Borrower and Lender respectively and all persons claiming under or through them provided that nothing in this Paragraph shall be construed to permit a transfer conveyance or assignment other than as expressly permitted by this Deed of Trust

**39 Multiple Borrower** Borrower's covenants and agreements hereunder shall be joint several and primary Any Borrower who co-signs this Deed of Trust but does not execute the Agreement (a) is co signing this Deed of Trust only to deed of trust grant and convey the Property, (b) is not personally obligated to pay the Debt and (c) agrees that Lender and any other Borrower may agree to extend modify forebear or make any accommodations with regard to the terms of this Deed of Trust or the Agreement without that Borrower's consent

**40 Governing Law, Severability** The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust In the event that any provision or clause of this Deed of Trust or the Agreement conflicts with applicable law such conflict shall not affect other provisions of this Deed of Trust or the Agreement which can be given affect without the conflicting provision and to this end the provisions of this Deed of Trust and the Agreement are declared to be severable As used herein "costs "expenses' and 'attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein

**41 Modification** This Deed of Trust may not be changed waived, discharged or terminated orally but only by an instrument or instruments in writing signed by the party against which enforcement of the change waiver discharge or termination is asserted

**42 Reconveyance** Upon payment of all sums secured by this Deed of Trust Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing debt secured by this Deed of Trust to Trustee Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it Such person or persons shall pay any recordation costs Lender may charge such person or persons a fee for reconveying the Property but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under applicable law

**43 Strict Performance** Any failure by Lender to insist upon strict performance by Borrower of any of the terms and provisions of this Deed of Trust or any of the Security Documents shall not be deemed to be a waiver of any of the terms or provisions of this Deed of Trust or any of the Security Documents and Lender shall have the right thereafter to insist upon strict performance by Borrower of any and all of them

**44 Substitute Trustee** Lender may for any reason or cause from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder Without conveyance of the Property the successor trustee shall succeed to all the title power and duties conferred upon Trustee herein and by applicable law

**45 Possession of the Property** Borrower shall have possession of the Property until Lender has given Borrower notice of default pursuant to the terms of this Deed of Trust

**46 Borrower's Copy** Borrower shall be furnished a copy of the Agreement and of this Deed of Trust at the time of execution or after recordation hereof

**47 Headings** The headings and the section and paragraph entitlements hereof are inserted for convenience of reference only and shall in no way alter or modify the text of such paragraphs sections and subsections

**48 Riders** If one or more riders are attached to and made a part of this Deed of Trust the covenants and agreements for each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust

**49 Waiver of Statutes of Limitation** To the extent permitted by law, Borrower hereby waives statutes of limitation as a defense to any demand or obligation secured by this Deed of Trust

**50 Merger** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity without the written consent of Lender

**51 Time of Essence** Time is of the essence in each covenant of this Deed of Trust

**52 Nevada Conventions** Where not inconsistent with the above the following covenants Nos 1 2 in an amount as set forth in paragraph 8 3 4 at a rate as set forth in the Agreement 5 6 7 in an amount determined by Lender 8 and 9 of Nev Rev Stat 107 030 are hereby adopted and made a part of this Deed of Trust

**53 Assumption Fee** If there is an assumption of this loan Lender may charge an assumption fee of  
\$ \_\_\_\_\_



DEED OF TRUST (continued)

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender at Lender's address set forth on page one of this Deed of Trust of any default under the superior encumbrance and of any sale or other foreclosure action

SIGNATURES AND ACKNOWLEDGEMENT

BY SIGNING BELOW Borrower accepts and agrees to the terms and covenants contained in this Deed of Trust and in any rider(s) executed by Borrower and recorded with it

X [Signature] (Seal)
Borrower Justin Bode

X [Signature] (Seal)
Borrower Sarah Bode

X (Seal)
Borrower

X (Seal)
Borrower

Non-Borrower Owner(s)/Spouse BY SIGNING BELOW Non-Borrower accepts and agrees to the terms and covenants contained in this Deed of Trust and in any rider(s) executed by Non Borrower and recorded with it which means you can lose your home if Borrower defaults However Non-borrower is not personally obligated to repay the Debt contemplated in this Deed of Trust

X

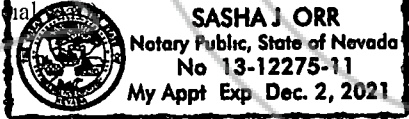
X

STATE OF Nevada )
) SS
COUNTY OF Lincoln )

On this 19th day of September 2018 before me the undersigned Notary Public in and for said County personally appeared Justin Bode Sarah Bode

and
known or proved to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same voluntarily and for the intents and purposes described therein

WITNESS my hand and official seal Signature [Signature]
Name (type or print) Sasha J Orr
My commission expires Dec 2 2021



REQUEST FOR FULL RECONVEYANCE TO BE USED ONLY WHEN LOAN HAS BEEN FULLY PAID TO TRUSTEE

The undersigned is the holder of the Closed-end Note Disclosure and Loan Agreement secured by this Deed of Trust Said Closed-end Note Disclosure and Loan Agreement together with all other indebtedness secured by this Deed of Trust have been paid in full You are hereby directed to cancel said Closed-end Note Disclosure and Loan Agreement and this Deed of Trust which are delivered hereby and to reconvey without warranty all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto

Date LENDER'S signature Title
Mail Reconveyance To

**EXHIBIT "A"**  
**Legal Description**

A parcel of land within the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 9, Township 2 South, Range 68 East, M D M , subject parcel being a portion of Lot 1, Block 27 adjoining 3<sup>rd</sup> Street on the West and Hansen Street on the North, within Panaca Nevada Townsite, being more particularly described as follows

Parcel A of that certain parcel map recorded March 20, 1995 in the office of the County Recorder of Lincoln County, Nevada in Book A of Plats, Page 441 as File No 103205, Lincoln County, Nevada Records

AND BEING the same property conveyed to Justin Bode and Sarah Bode, husband and wife, as joint tenants with right of survivorship from Louis C Menditto, a married man as his sole and separate property by Grant, Bargain and Sale Deed dated June 28, 2017 and recorded July 03, 2017 in Deed Book 312, Page 516

Tax Parcel No 002-181-12