

Recorded at the Request of

DANO'S BAIL BONDS
336 S WASHINGTON ST
CHANDLER, AZ 85225

When Recorded, mail to

DANO'S BAIL BONDS
336 S WASHINGTON ST
CHANDLER, AZ 85225



OFFICIAL RECORD
LESLIE BOUCHER, RECORDER

Defendant Dennis Maurice Sharkey Booking # 293155

DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 31st day of October, 20 18 between

George Edison Phillips and Donette Kay Phillips

herein called TRUSTOR, whose address is

120 Rowan Drive Caliente, Nevada 89008

and **Bankers Insurance Company** whose mailing address is **P O Box 33015, St Petersburg, Florida 33733**,
herein called TRUSTEE, and **Dano's Bail Bonds** herein called BENEFICIARY whose address is **336 South
Washington St Chandler, Az 85225**

That property located in Lincoln County State of Nevada described as follows

**LOT 20 OF AMENDED PLAT OF ROWAN SUBDIVISION AS SHOWN BY MAP THEREOF RECORDED DECEMBER 11, 1969 IN
PLAT BOOK A, PAGE 78, AS FILE NO 48575 IN THE OFFICE OF THE COUNTY RECORDER OF LINCOLN COUNTY, NEVADA
APN 003-171-12**

COMMONLY KNOWN AS 120 ROWAN DRIVE CALIENTE, NEVADA 89008

Together with all buildings improvements, and fixtures thereon

THIS DEED OF TRUST made on the above date between the Trustor Trustee and Beneficiary above named

WITNESSETH That Trustor irrevocably grants, conveys, transfers and assigns to Trustee in Trust, with Power of Sale, the above described real property, together with leases rents, issues, profits, or income thereof (all of which are hereinafter called "property income") SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such property income, AND SUBJECT TO existing taxes, assessments, liens encumbrances, covenants, conditions, restrictions rights-of-way and easements of record

FOR THE PURPOSE OF SECURING

A Performance of each agreement of Trustor herein contained

B Payment of the indebtedness evidenced by promissory note or notes of even date herewith, and an extension or renewal thereof in the principal sum of \$ 50,000 00 executed by Trustor in favor of Beneficiary or order C, Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or 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, TRUSTOR AGREES

(1) Trustor shall keep said property in good condition and repair; shall not remove or demolish any building thereon, shall complete or restore promptly and in good and workmanlike manner any building which may be constructed damaged or destroyed thereon and shall pay when due all claims for labor performed and materials furnished therefor, shall comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, shall not commit or permit waste thereof, shall not commit suffer or permit any act upon said property in violation of law, shall cultivate, irrigate fertilize fumigate prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general

(2) Trustor shall keep all improvements now or hereafter erected on said property continuously insured against loss by fire or other hazards in an amount not less than the total obligation secured hereby. All policies shall be held by the Beneficiary and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary as his interest may appear and then to the Trustor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured and in such order as the Beneficiary may determine or at option of the Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default hereunder nor cause discontinuance of any action that may have been or may thereafter be taken by Beneficiary or Trustee because of such default.

(3) Trustor shall appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Beneficiary or Trustee, and shall pay all costs and expenses of Beneficiary and Trustee, including cost of evidence of title and attorney's fees in a reasonable sum in such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this DEED OF TRUST.

(4) Trustor shall pay at least ten days before delinquency all taxes and assessments affecting said property when due, all encumbrances, charges and liens, with interest, on property or any part thereof, which appear to be prior or superior hereto, when due. All costs, fees and expenses of this Trust including, without limiting the generality of the foregoing, the fees of Trustee for issuance of any DEED OF PARTIAL RELEASE and PARTIAL RECONVEYANCE or DEED OF RELEASE and FULL RECONVEYANCE and all lawful charges, costs and expenses in the event of reinstatement of following default in this DEED OF TRUST or the obligations secured hereby.

(5) Should Trustor fail to make any payment or to do any act as provided in this DEED OF TRUST, then the Beneficiary or Trustee but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may, make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon said property for such purposes pay purchase, contest or compromise any encumbrance, charge or lien which in the judgement of either appears to be prior or superior hereto and, in exercising any such powers pay necessary expenses, employ counsel and pay his reasonable fees. Trustor shall pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expending at the rates provided in the promissory note(s) secured by this DEED OF TRUST.

IT IS MUTUALLY AGREED

(6) That any award of damages in connection with any condemnation or any such taking or for injury to the property by reason of public use, or for damages for private trespass or injury thereto, is assigned and shall be paid to Beneficiary as further security for all obligations secured hereby (reserving unto the Trustor however, the right to cue therefor and the ownership thereof subject to this DEED OF TRUST) and upon receipt of such monies Beneficiary may hold the same as such further security, or apply or release the same in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That time is of the essence of this DEED OF TRUST, and that by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) 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 said note(s) for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby and upon payment of its fees, Trustee may (A) by DEED OF PARTIAL RELEASE and PARTIAL RECONVEYANCE release and reconvey, without covenant or warranty, express or implied, any portion(s) of the property then held hereunder, the recitals in such DEED OF PARTIAL RELEASE and PARTIAL RECONVEYANCE of any matters shall be conclusive proof of the truthfulness thereof, the grantee in such DEED OF PARTIAL RELEASE and PARTIAL RECONVEYANCE may be described as "The Person or Persons Legally Entitled Thereto", (B) consent to the making of any map or plat thereof, (C) join in granting any easement thereon or (D) join in any extension agreement or any agreement subordinating the lien or charge hereof. Beneficiary shall execute his release upon such DEED if so requested by Trustee.

(9) Upon written request of Beneficiary stating that all sums secured hereby have been paid and upon surrender of this DEED OF TRUST and said note(s) to Trustee for cancellation and retention and upon payment of its fees, Trustee shall by DEED OF RELEASE and FULL RECONVEYANCE release and reconvene without covenants or warranty, express or implied the property then held hereunder. The recitals in such DEED OF RELEASE and FULL RECONVEYANCE of any matters shall be conclusive proof of the truthfulness thereof. The grantee in such DEED OF RELEASE and FULL RECONVEYANCE may be described as "The Person or Persons Legally Entitled Thereto."

(10) As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority during the continuance of this Trust to collect the property income reserving unto Trustor the right prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder to collect and retain such property income as it becomes due and payable. Upon such default, Beneficiary may at any time without notice either in person by agent, or by a receiver to be appointed by a court and without regard to the

adequacy of any security for the indebtedness hereby secured, or the solvency of the Trustor enter upon and take possession of said property or any part thereof in his own name sue for or otherwise collect such property income including that past due and unpaid, and apply the same less costs and expenses of operation and collection including reasonable attorney's fees, upon taking possession of said property. The collection of such property income and the application therefor as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) That upon default by Trustor in the payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice thereof setting forth the nature thereof, and of election to cause to be sold said property under this DEED OF TRUST. Beneficiary also shall deposit with Trustee this DEED OF TRUST, said note(s), and all documents evidencing expenditures secured hereby.

Trustee shall record and give notice of Trustee's sale in the manner required by law, and after the lapse of such time as may then be required by law. Trustee shall sell in the manner required by law said property at public auction at the time and place fixed by it in said notice of Trustee's sale to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone or continue the sale by giving notice of postponement or continuance by public declaration at the time and place last appointed for the sale. Trustee shall deliver to such purchaser its Deed conveying the property so sold, but without any covenant or warranty expressed or implied. Any persons including Trustor, Trustee or Beneficiary may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale and reasonable attorney's fees, Trustee shall apply the proceeds of sale to payment of all sums then secured hereby and all other sums due under the terms hereof with accrued interest, and the remainder, if any, to the person or persons legally entitled thereto or as provided in A.R.S. 33-12. To the extent permitted by law, an action may be maintained by Beneficiary to recover a deficiency judgment for any balance due hereunder. The purchaser at the Trustee's sale shall be entitled to immediate possession of the property against the Trustor and shall have a right to the summary proceedings to obtain a possession provided in Title 12, Chapter 8, Article 4, Arizona Revised Statutes together with costs and reasonable attorney's fees.

In the alternative to foreclosure by Trustee's Sale, the Beneficiary may foreclose by Judicial proceedings, and in such event, the election to declare the unpaid balance immediately due and payable may be made in the complaint. In such Judicial proceedings Beneficiary shall be entitled to reasonable attorney's fees, costs of foreclosure report and all sums advanced with interest as provided under paragraphs four (4) and five (5) herein.

(12) That Beneficiary may appoint a successor Trustee in the manner prescribed by law. A successor Trustee herein shall, without conveyance from the predecessor Trustee, succeed to all the predecessor's title, estate, rights, powers and duties. Trustee may resign by mailing or delivering notice thereof to Beneficiary and Trustor.

(13) That 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. The term Beneficiary shall mean the owner and holder of the note(s) secured hereby whether or not named as Beneficiary herein. In this DEED OF TRUST whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.

(14) Trustee accepts this trust when this DEED OF TRUST, duly executed and acknowledged, is made public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other DEED OF TRUST or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee. In the event Trustee is made a party in any legal or court proceeding as a result of litigation between the Trustor and Beneficiary or between a third party and either or both of Trustor and/or Beneficiary, the attorney's fees and costs of Trustee shall be paid by either Trustor or Beneficiary, whichever being the non-prevailing party.

(15) Time is of the essence of this DEED OF TRUST and each and every provision hereof.

(16) Trustor and Beneficiary agree that the trust relationship created by this instrument is strictly limited to the creation and enforcement of a security interest in real property. Thus, all Trustee's duties, fiduciary or otherwise, are strictly limited to those imposed by this document and A.R.S. 33-801 through 33-821, inclusive, and no additional duties, burdens or responsibilities shall be placed on the Trustee.

(17) The Trustor requests that a copy of any Notice of Trustee's Sale hereunder be mailed to him at his address hereinbefore set forth. All notices required hereby shall be sent to the addresses indicated above unless such party shall have recorded a Request for Notice pursuant to A.R.S. 33-809A in the county recorder's office of the county where the property encumbered hereby is located, indicating a different address.

(18) This Deed of trust when recorded shall operate as a declaration of abandonment of any homestead previously recorded concerning the property described herein.

(19) ADDITIONAL TERMS AND CONDITIONS

George Phillips
George Edison Phillips

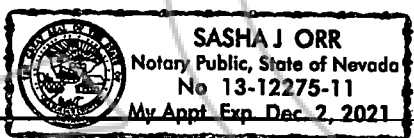
Donette Kay Phillips
Donette Kay Phillips

State of *Nevada*
County of *Lincoln* } ss

Date of Acknowledgement *31 October 2018*

Acknowledgement of

This instrument was acknowledged before me this date by the persons above-subscribed and if subscribed in a representative capacity, then for the principal named and in the capacity indicated



Sasha Orr
Notary Public
My Commission Expires *Dec 2 2021*

NOTE The parties are cautioned that by completing and executing this document legal rights, duties and obligations are created. By signing, the parties acknowledge that they have been advised to seek and obtain independent legal counsel as to all matters contained in the within document prior to signing same and that said parties have obtained advice or choose to proceed without same.