

A.P.N.: 002-222-10
File No: 116-2573414 (dp)

When Recorded Return To:
Sidney W. Baker and Carol J. Baker,
Trustees of the Baker Family Trust
20 N. Stagecoach
Brookside, UT 84782

LINCOLN COUNTY, NV
\$35.00
Rec:\$35.00
FA NV DIRECT TITLE
OFFICIAL RECORD
AMY ELMER, RECORDER

2019-157271
11/01/2019 01:54 PM
Pgs=3 KE

DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST, made 10/08/2019, between **Devon J. Miller, a married man as his sole and separate property, TRUSTOR**, whose address is **PO Box 778, Panaca, NV 89042, First American Title Insurance Company, TRUSTEE**, and **Sidney W. Baker and Carol J. Baker, Trustees of the Baker Family Trust dated November 23, 2005, BENEFICIARY**, whose address is **20 N. Stagecoach, Brookside, UT 84782**.

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

PARCEL 1:

PARCEL NOS 3 AND 4 AS SHOWN ON PARCEL MAP CHARLOTTE W. MOSLEY, FILED IN THE OFFICE OF THE COUNTY RECORDER OF LINCOLN COUNTY ON MARCH 27, 1996 AS FILE NO. 105003, LOCATED IN A PORTION OF THE NORTH HALF OF BLOCK 53, PANACA TOWNSITE.

PARCEL 2:

A PARCEL OF LAND BEING DESCRIBED AS A PORTION OF THE SOUTH HALF OF PHILLIPS STREET, TOWN OF PANACA, WITHIN SECTION 9, TOWNSHIP 2 SOUTH, RANGE 68 EAST, M.D.B.M., LINCOLN COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 9;

THENCE NORTH 00° 38' 02" WEST, A DISTANCE OF 2023.50 FEET;

THENCE SOUTH 88° 48' 37" WEST, A DISTANCE OF 111.30 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY OF PHILLIPS STREET, AND THE SOUTHEAST CORNER OF THE ABANDONED AREA;

THENCE SOUTH 88° 48' 37" WEST, A DISTANCE 689.73 FEET TO THE SOUTHWEST CORNER OF THE ABANDONED AREA;

THENCE NORTH 01° 11' 23" WEST, A DISTANCE OF 45.37 FEET TO THE NORTHWEST CORNER OF THE ABANDONED AREA;

THENCE NORTH 88° 48' 37 EAST, A DISTANCE OF 307.30 FEET TO THE NORTHEAST CORNER OF THE ABANDONED AREA;

THENCE SOUTH 19° 08' 16" WEST, A DISTANCE OF 48.39 FEET TO THE SOUTHEAST CORNER OF THE ABANDONED AREA AND THE TRUE POINT OF BEGINNING.

NOTE : THE ABOVE METES AND BOUND DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED JULY 9, 1998, IN BOOK 135, PAGE 532, AS INSTRUMENT NO. 111269.

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 **One hundred thousand dollars (\$100,000.00)** 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 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.


Devon J. Miller

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

This instrument was acknowledged before me on this:
11 day of October, 2018

By: **Devon J. Miller**


Notary Public
(My commission expires: 11-16-2022)

