

LINCOLN COUNTY, NV

2020-159105

\$37.00

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COW COUNTY TITLE CO.

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OFFICIAL RECORD

AMY ELMER, RECORDER

A.P.N. 006-231-14

**Recording Requested By:**

Cow County Title Co.

NLS 8024-Lin

**When Recorded Mail To:**

Clifford S. Lewis

Susan E. Lewis

PO Box 424

Pioche NV 89043

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**DEED OF TRUST WITH ASSIGNMENT OF RENTS**

THIS DEED OF TRUST made this 14th day of June, 2019, between, **TOBI ANN CAPERON and THOMAS A. CLAUS, wife and husband as community property with rights of survivorship**, whose address is 205 N. Stephanie Street, Suite 221, Henderson NV 89074, herein called "Trustor", **Cow County Title Co.**, a Nevada Corporation, herein called "Trustee", and **CLIFFORD S. LEWIS and SUSAN E. LEWIS, husband and wife as joint tenants**, whose address is PO Box 424, Pioche NV 89043, herein called "Beneficiary"

**WITNESSETH:**

That Trustor irrevocably grants to Trustee in trust, with power of sale, all interest of Trustor in that certain property situate in Lincoln, State of Nevada, more particularly described as follows:

**See Exhibit "A" attached hereto and by reference made a part hereof for complete legal description.**

TOGETHER WITH, the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, subject, however, to the right of Beneficiary, during any period of default hereunder, and without waiver of such default, to collect said rents, issues and profits by any lawful means, and to apply the same, less costs and expenses of collection, to any indebtedness secured hereby.

FOR THE PURPOSE OF SECURING: (1) payment of the sum of **\$125,000.00** and the interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; and (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; and (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.

**AND THIS INDENTURE FURTHER WITNESSETH:**

1. Trustor agrees to properly care for and keep said property in good condition and repair, not to remove or demolish any building thereon, to complete in a good and workmanlike manner any building which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, ordinances and regulations relating to any alterations or improvements made thereon; not to commit or permit any waste thereof; not to commit, suffer, or permit any act to be done in or upon said property in violation of any law,

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covenant, condition, or restriction affecting said property, to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely and proper manner, which from the character or use of said property, may be reasonably necessary, the specific enumerations herein not excluding the general.

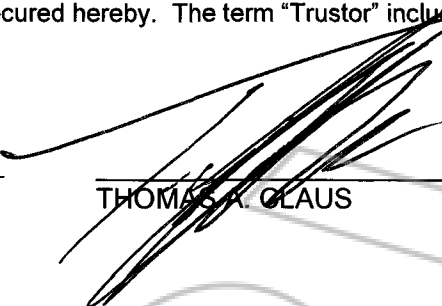
2. Trustor agrees to pay and discharge all costs, fees and expenses of this trust incurred in connection with any default by Trustor.
3. During the continuance of this trust, Trustor covenants to keep all buildings that may now or at any time be on said property in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada. Said insurance shall be at least in the sum of all obligations having priority over this deed of trust, or the maximum full insurable value of such buildings, whichever is less. Said insurance shall be payable to beneficiary to the amount of any monetary loss suffered by Beneficiary as a result of the breach by Trustor of a provision of this deed of trust or of the Agreement hereby secured. The policy or policies of said insurance shall be delivered to Beneficiary or to the collection agent of Beneficiary, as further security and in default thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such sum or sums Beneficiary shall deem necessary.
4. Trustor promises and agrees that if, during the existence of this trust, there be commenced or pending any suit or action affecting said property, or any part thereof, or the title thereto, or if any adverse claim for or against said property, or any part thereof, be made or asserted, he will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.
5. Any award of damages in connection with any condemnation for public use of, or injury to said property, or any part thereof, is hereby assigned and shall be paid to Beneficiary, who may apply or release such moneys received by him in the same manner and with the same affect as herein provided for disposition of proceeds of insurance.
6. Trustee shall be under no obligation to notify any party hereto of any pending sale of said property, whether such sale is by foreclosure or otherwise or of any action or proceeding in which Trustor or Beneficiary or Trustee shall be a party, unless brought by Trustee.
7. At any time, and from time to time, without liability therefor and without notice to Trustor, upon written request of Beneficiary and presentation of this Deed of Trust and the Agreement secured hereby for endorsement and without affecting the personal liability of any person for performance of the Agreement secured hereby or the effect of this Deed of Trust upon the remainder of said property, Trustee may: reconvey any part of said property; consent in writing to the making of any map or plat thereof; join in granting any easement thereof or join in any extension agreement or subordination agreement in connection herewith.
8. Upon receipt of written request from Beneficiary that the Agreement secured hereby has been performed and upon the surrender of this Deed of Trust and the Agreement secured hereby to Trustee for cancellation and retention, or such other disposition as Trustee, in its sole discretion, may choose, and upon payment of its fees, the Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto".
9. Should Trustor default in any term, covenant or condition of the Agreement secured hereby, or in the performance of any of the covenants and agreements herein contained or incorporated herein

by reference, Beneficiary may proceed to exercise the remedies herein provided.

- a. Should default be made by Grantor in payment of any indebtedness secured hereby and/or in performance of any agreement herein, then Beneficiary may declare all sums secured hereby immediately due by delivery to Trustee of a written declaration of default and demand for sale, and of written notice of default and election to cause said property to be sold (which Trustee shall cause to be filed for record) and shall surrender to Trustee this Deed, the notes and all documentation evidencing any expenditure secured hereby.
  - b. After three months shall be elapsed following recordation of such notice of default, Trustee shall sell said property at such time and at such place in the State of Nevada as the Trustee, in its sole discretion, shall deem best to accomplish the objects of these Trusts, having first given notice of such sale as then required by law. Place of sale may be either in the county in which the property is to be sold, or any part thereof, is situated, or at an office of the Trustee located in the State of Nevada.
  - c. The Grantor, Pledgor and Mortgagor of the personal property herein and/or mortgage waive any and all other demands or notices as condition precedent to sale of such property.
  - d. Trustee may postpone sale of all, or any portion, of said property by public announcement at the time fixed by said notice of sale, and may thereafter postpone said sale from time to time by public announcement at the time previously appointed.
  - e. At the time of sale so fixed, Trustee may sell the property so advertised or any part thereof, either as a whole or in separate at its sole discretion, at public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale, and shall deliver to purchaser, a deed conveying the property so sold, but without covenant or warranty, express or implied, Grantor hereby agrees to surrender, immediately and with demand, possession of said property to such purchaser.
10. Trustee shall apply the proceeds of any such sale to payment of, expenses of sale and all charges and expenses of Trustee and of these Trusts, including cost of evidence of title and Trustee's fee in connection with sale; all sums expended under the terms hereof, not then repaid, with accrued interest at the rate of ten percent (2.6%) per annum, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.
  11. The following covenants No. 1, 3, 4 (interest 2.6%), 5, 6, 7 (counsel fees – a reasonable percentage), 8 and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust.
  12. Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.
  13. 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. It is expressly agreed that the Trust created hereby is irrevocable by Trustor.
  14. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged is made a public record as provided by law, reserving, however, unto the Trustee, the right to resign from the duties and obligations imposed herein whenever Trustee, in its sole discretion, deems such resignation to be in the best interest of the Trustee. Written notice of such resignation shall be given to Trustor and Beneficiary.

15. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. The term "Beneficiary" includes any future holder of the note secured hereby. The term "Trustor" includes the term "Grantor".

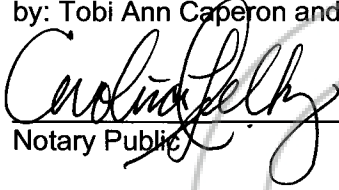
  
\_\_\_\_\_  
TOBI ANN CAPERON

  
\_\_\_\_\_  
THOMAS A. CLAUS

Executed this 8 day of October, 2020

State of Nevada }  
County of Clark } ss

This instrument was acknowledged before me on October 8, 2020  
by: Tobi Ann Caperon and Thomas A. Claus

  
\_\_\_\_\_  
Notary Public



## EXHIBIT "A" LEGAL DESCRIPTION

All that certain real property situate in the County of Lincoln, State of Nevada, described as follows:

That certain parcel of land situate in the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section 35, Township 2 North, Range 69 East, M.D.B.&M., and described as follows, to-wit:

Parcel 2A of that certain Parcel Map recorded December 6, 2007 in the Office of the County Recorder of Lincoln County, Nevada in Book C of Plats, page 367 as File No. 130653, Lincoln County, Nevada records.

**Together with that parcel of land being adjusted on that certain Boundary Line Record of Survey Map recorded April 28, 2016 in Book D of Plats, page 204 as File No. 149231, Lincoln County, Nevada records described as follows:**

The western portion of Parcel 2A and south of Parcel 2B of the Parcel Map recorded in the Lincoln County Recorder's Office, Pioche, Nevada, and more particularly described as follows:

Beginning at the Southwest corner of said Parcel 2B at (or to) a rebar with plastic cap stamped L SMITH PLS 12751 and travelling along its South boundary North 89°51'42" West 303.33' to the Southeast corner of said Parcel 2B at (or to) a rebar with plastic cap stamped L SMITH PLS 12751 ;

Thence South 15°20'44" East 90.48' at (or to) a rebar with plastic cap stamped L SMITH PLS 12751 to a fence corner;

Thence South 04°20'21" West 60.30' at (or to) a rebar with plastic cap stamped L SMITH PLS 12751 to a fence corner;

Thence South 89°45'23" West 134.92' at (or to) a rebar with plastic cap stamped L SMITH PLS 12751;

Thence South 89°49'46" West 196.53' to a rebar with flagging;

Thence North 03°21'09" East 149.53' to the point of beginning.

The Basis of Bearings is the East line of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section 35, Township 2 North, Range 69 East of the Mount Diablo Meridian given as North 01°56'43" West in Plat Book B at page 410 of the Lincoln County, Nevada records.

**Together with that parcel of land being adjusted on that certain Boundary Line Record of Survey Map recorded December 18, 2017 in Book D of Plats, page 250 as File No. 153054, Lincoln County, Nevada records described as follows:**

Being a portion of Parcel 2A as shown in that map recorded thereof in a portion of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section 35, Township 2 North, Range 69 East, M.D.M., Lincoln County, Nevada, more particularly described as follows:

Commencing at the Southeast corner of the Northeast Quarter (NE1/4) of Section 35, Township 2 North, Range 69 East, M.D.M., Lincoln County, Nevada;

Thence South 89°09'11" West 1,790.44 feet;

Thence North 00°50'52" West 337.30 feet to the most northerly line of Parcel 006-231-07, also being the point of beginning;

Thence North 15°20'19" West 90.46 feet;

Thence North 00°11'39" East 71.75 feet;

Thence South 89°48'21" East 131.58 feet;

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Thence South 00°11'39" West 40.59 feet;  
Thence South 14°26'14" West 50.86 feet;  
Thence South 74°30'50" East 119.90 feet to the centerline of the 40' private ingress and egress easement per Plat Book C, page 367;

The following two courses follow said centerline of the 40' private ingress and egress easement:

- 1) Thence from a point to which a radial line bears north 82°32'27" West, curving to the left along an arc having a radius of 100.00 feet, concave Easterly through a central angle of 07°29'39", an arc length of 13.08 feet;
- 2) Thence South 00°02'06" East 31.45 feet to said most Northerly line of Parcel 006-231-07;

Thence departing said centerline North 87°52'13" West 209.95 feet to the point of beginning.

The above legal description is a metes and bounds description and was obtained from a Grant, Bargain, Sale Deed, recorded June 14, 2019 as File No. 2019-156605, Lincoln County, Nevada records.

This additional information required by NRS 111.312 and NRS 239B.030.