LINCOLN COUNTY, NV

\$37.00

2021-159497

Rec:\$37.00

01/22/2021 11:59 AM

FIRST AMERICAN TITLE INSURANCE COMPARISS AK

OFFICIAL RECORD

AMY ELMER. RECORDER

A.P.N.:

011-200-12 and 011-200-13

File No:

13896-2611832 (JL)

When Recorded Return To: Lexi Holdings, LLC 4285 N. Rancho Dr #110 Las Vegas, NV 89130

DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST, made January 12, 2021, between Ronald Zander and Angela Post, husband and wife, as joint tenants, TRUSTOR, whose address is 1722 and 1744 Richardville Road, Hiko, NV 89017, First American Title Insurance Company, TRUSTEE, and Lexi Holdings, LLC, BENEFICIARY, whose address is 1722 and 1744 Richardville Road, Hiko, NV 89017.

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 I:

THAT PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 32, TOWNSHIP 6 SOUTH, RANGE 61 EAST, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 32, TOWNSHIP 6 SOUTH, RANGE 61 EAST, M.D.B. & M., THENCE SOUTH 01° 30' 13" EAST A DISTANCE OF 1065.28 FEET TO A POINT BEING ON THE NORTHEAST RIGHT OF WAY LINE OF THE FRONTAGE ROAD (FORMERLY HIGHWAY 93 BEFORE THE REALIGNMENT); THENCE NORTH 50° 41' 00" WEST A DISTANCE OF 741.02 FEET ALONG THE NORTHEAST RIGHT OF WAY LINE OF THE AFOREMENTIONED FRONTAGE ROAD TO THE TRUE POINT OF BEGINNING; THENCE NORTH 39° 19' 00" EAST, A DISTANCE OF 175.00 FEET TO A POINT; THENCE SOUTH 50° 41' 00" EAST, A DISTANCE OF 175.00 FEET TO A POINT; THENCE SOUTH 39° 19' 00" WEST, A DISTANCE OF 175.00 FEET TO A POINT; THENCE NORTH 50° 41' 00" WEST, A DISTANCE OF 125.01 FEET TO THE TRUE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED JUNE 10, 2002 AS INSTRUMENT NO. 118261 IN BOOK 164, PAGE 174.

PARCEL II:

THAT PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 32, TOWNSHIP 6 SOUTH, RANGE 61 EAST, M.D.B. & M., LINCOLN COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 32; THENCE SOUTH 1° 30' 13" EAST, A DISTANCE OF 1065.28 FEET TO A POINT BEING ON THE NORTHEAST RIGHT OF WAY LINE OF THE FRONTAGE ROAD (FORMERLY HIGHWAY 93 BEFORE THE REALIGNMENT), THENCE NORTH 50° 41' 00" WEST, A DISTANCE OF 491.00 FEET TO A POINT; THENCE NORTH 39° 19' 00" EAST A DISTANCE OF 175.00 FEET, TO THE TRUE POINT OF BEGINNING; THENCE NORTH 50° 41' 00" WEST A DISTANCE OF 225.99 FEET TO A POINT; THENCE NORTH 51° 29' 13" EAST, A DISTANCE OF 140.90 FEET TO A POINT; THENCE SOUTH 38° 30' 47" EAST, A DISTANCE OF 145.90 FEET TO A POINT; THENCE AROUND THE ARC OF A CURVE IN A SOUTHERLY DIRECTION HAVING A RADIUS OF 68 FEET AND ANGLE OF 77° 49' 47" A DISTANCE OF 92.37 FEET TO A POINT; THENCE SOUTH 39° 19' 00" WEST A DISTANCE OF 40.51 FEET TO THE TRUE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED JULY 28, 2006 IN INSTRUMENT NO. 126929.

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 **Forty five thousand** dollars (\$45,000.00) 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:

County	Book	<u>Page</u>	Doc. No.	- 11	County	<u>Book</u>	<u>Page</u>	Doc. No.
Churchill	39 Mortgages	363	115384	Ш	Lincoln			45902
Clark	850 Off. Rec.		682747	Ш	Lyon	37 Off. Rec.	341	100661

Douglas 57 Off. Rec.	115 40050	Mineral 11 Off. Rec.	129	89073
		Nye 105 Off. Rec.		
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.		Washoe 300 Off. Rec.		
		White Pine 295 R.E. Record	is 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.

D	ated:	Januar	y 12,	, 20	21

STATE OF

NEVADA

COUNTY OF

CLARK

:ss.

This instrument was acknowledged before me on this:

20 day of January 2021

By: Ronald Zander and Angela Post

Notary Public

(My commission expires: ____

9 2023

FALCON HOROWITZ Notary Public, State of Nevada Appointment No. 19-2707-1 My Appt. Expires Jul 9, 2023