

LINCOLN COUNTY, NV

**2022-162068**

\$37.00

Rec:\$37.00

03/17/2022 04:10 PM

TITLE DEEDS & NEEDS, LLC

Pgs=3 AE

OFFICIAL RECORD

AMY ELMER, RECORDER

APN NO.: 002-103-20

RECORDING REQUESTED BY:  
TITLE DEEDS & NEEDS, LLC

WHEN RECORDED MAIL TO:  
Harold M. Austgen and Susan G. Austgen,  
Trustees of the Harold M. & Susan G.  
Austgen Revocable Living Trust  
P.O. BOX 284  
PANACA, NV 89042

ESCROW NO.: 22-133

## DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 16th day of March 2022 between **Justin Barnett, a single man**, TRUSTOR, whose address is P.O. Box 805, Panaca, NV 89042, and Cow County Title Company, TRUSTEE and **Harold M. Austgen and Susan G. Austgen, Trustees of the Harold M. & Susan G. Austgen Revocable Living Trust**, BENEFICIARY, WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the County of LINCOLN, State of NEVADA described as:

**That portion of the Northwest Quarter (NW1/4) of Section 9, Township 2 South, Range 68 East, M.D.B.&M., more particularly described as follows:**

**Lot 19 in SUN GOLD MANOR UNIT NO. 1, according to the Official Subdivision Map recorded September 30, 1952, in the Office of the County Recorder of Lincoln County, Nevada, in Book A of Plats, Page 63 as File No. 27842, Lincoln County, Nevada records.**

### **DUE ON SALE:**

If the trustor shall sell, convey, or alienate the herein described 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, without having first obtained beneficiary's written consent to do so, the entire balance of the Note secured hereby shall at the option of the holder thereof, and without demand or notice immediately become all due and payable.

Together with the rents, issues, and profits thereof, subject, however, to the right, power and authority herein after given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of the sum of ~~\$77,000.00~~ with 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; (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	PAGE	DOC. NO.	COUNTY	BOOK	PAGE	DOC. NO.
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.	249	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 agreement, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed on the reverse side hereof) 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 change for a statement regarding the obligations secured hereby, provided the charge therefore 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.

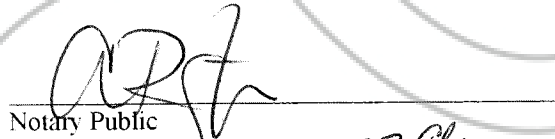
Signature of Trustor:

  
**JUSTIN BARNETT**  
**JUSTIN BARNETT**  
 STATE OF NEVADA  
 COUNTY OF LINCOLN

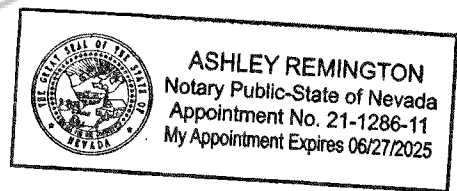
} SS:

This instrument was acknowledged before me on March 17, 2022 by \_\_\_\_\_

Justin Barnett

  
 Notary Public

My commission expires: 6/27/2025



## **EXHIBIT "A"**

That portion of the Northwest Quarter (NW1/4) of Section 9, Township 2 South, Range 68 East, M.D.B.&M., more particularly described as follows:

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