LINCOLN COUNTY, NV Rec:\$37.00 Total:\$37.00

REYNALDO M. GAMEZ

2022-162567

06/13/2022 09:57 AM

Pgs=3 AE

APN: 002-233-05

WHEN RECORDED RETURN TO: **Edith Petty** 8100 Winchester Bluff St Las Vegas, NV 89131



OFFICIAL RECORD AMY ELMER, RECORDER

## SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 13th day of Jurie, 2022 between Jamie A. Sinay, Reynaldo M. Gamez and Irma G. Sotoj herein collectively called TRUSTOSR, whose address is 1305 Ernst Street, Panaca Nevada 89042, Chicago Title Company, herein called TRUSTEE, and Edith Petty, herein called BENEFICIARY.

WITNESSETH: That Trustors IRREVOCABLY GRANT, TRANSFER AND ASSIGN TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Lincoln County, Nevada, described as:

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION AND BY THIS REFERENCE MADE A PART HEREOF.

It is expressly understood and agreed that this Deed of Trust and the promissory note secured hereby shall become due and payable forthwith at the option of the Beneficiary if the Trustors herein shall convey away the above described property, or if the title thereto shall become vested in any other person or persons in any manner whatsoever.

TOGETHER WITH ALL APPURTENANCES in which Trustors have any interest, including water rights benefitting said realty, represented by shares of a company or otherwise; and

TOGETHER WITH all rents, issues and profits thereof, reserving the right to collect and use the same except during continuance of some default hereunder, and during continuance of such default, authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Trustors incorporated by reference or contained herein, (2) Payment of the indebtedness evidenced by one (1) Promissory Note of even date herewith, and any extension or renewal thereof, approved in the amount of Thirty-Five Thousand Dollars and No/100 (\$35,000) executed by Trustors in favor of Beneficiary, or order, (3) Payment of such additional sums as may hereafter be advance for the account of Trustors or assigns by Beneficiary with interest thereon.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTORS AGREED: By the execution of this Deed of Trust, that provisions numbered (1) to (17), inclusive of the Master Form Deed of Trust, recorded on March 23, 1972 as Document No. 32065, Book 156, page 130 in the Office of the Lincoln County Recorder, Lincoln County, Nevada, are each and all hereby incorporated herein by reference and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations and parties set forth in this Deed of Trust. The parties agree that with respect to provision 16 referred to above, the amount of fire insurance required by covenant 2 shall be commercially reasonable, and the amount of attorney's fees provided for by covenant 7 shall be a commercially reasonable percentage.

Trustors promise to pay all costs incurred in collection and/or enforcement of the Note executed in conjunction herewith or any part thereof or otherwise in connection herewith, including, but not limited to, reasonable attorneys' fees, and, in the event of court action, all costs and such additional sums and attorneys' fees as the court may adjudge reasonable.

The undersigned Trustors requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him/her at his/her address hereinbefore set forth.

By: Jamie A. Sinay

By: Reynaldo M. Gamez

Irma G. Sotoi

nnor M. Nunhear

Appt. No. 11-4057-11

My Appt. Expires 01-20-2023

TANNON M. SIMPSON NOTARY PUBLIC STATE OF NEVADA

STATE OF NEVADA

COUNTY OF Lincoln

On this 13th day of June, 2022 before me, the undersigned, a Notary Public in and for said county and State personally appeared Jamie A. Sinay identified and known to me to be the persons descried in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

STATE OF NEVADA

COUNTY OF Lincoln

On this 124 day of Jule, 2022 before me, the undersigned, a Notary Public in and for said county and State personally appeared Reynaldo M. Gamez identified and known to me to be the persons descried in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

STATE OF NEVADA

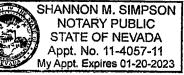
COUNTY OF LinedA

SHANNON M. SIMPSON
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 11-4057-11
My Appt. Expires 01-20-2023

hannon W. Nimbur

On this 13th day of June, 2022 before me, the undersigned, a Notary Public in and for said county and State personally appeared Irma G. Sotoj identified and known to me to be the persons descried in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Mannon M. Simper NOTARY PUBLIC



## **EXHIBIT "A"**

All of lot numbered five (5) in the North Hills Subdivision Near the Town of Panaca, Lincoln County, Nevada, and

Situate in the southeast quarter (SE1/4) of the southwest (SW 1/4) of Section 4, Township 2, South, Range 68 East, M.D.B. & M.

