

LINCOLN COUNTY, NV

2022-163007

\$37.00

Rec:\$37.00

09/12/2022 10:57 AM

FIRST AMERICAN TITLE INSURANCE COMPANY

OFFICIAL RECORD

AMY ELMER, RECORDER

A.P.N.: 001-092-04 and 001-092-22 and 001-092-29

File No: 107-2655175

Recording Requested by:
First American Title Insurance Company

When Recorded Mail To:
Douglas R. Melcher
P.O. Box 442
Pioche, NV 89043

signed in counterpart

Deed of Trust with Assignment of Rents

This page added to provide additional information required by NRS 111.312 Section 1-2

This cover page must be typed or printed clearly in black ink only.

A.P.N.: 001-092-04 and 001-092-22 and 001-
092-29
File No: 107-2655175 (TV)

When Recorded Return To:
Douglas R. Melcher
P.O. Box 442
Pioche, NV 89043

DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST, made 8/23/2022, between **Eric Garriss and Shena Garriss, husband and wife as joint tenants, TRUSTOR**, whose address is **9508 Wakashan Avenue, Las Vegas, NV 89149-0502, First American Title Insurance Company, TRUSTEE**, and **Douglas Melcher, a single man, BENEFICIARY**, whose address is **P.O. Box 442, Pioche, NV 89043**.

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:

ALL OF LOT 17 AND THE NORTH 1.3 FEET OF LOT 18, BLOCK 32 OF THE TOWN OF PIOCHE, ACCORDING TO THE OFFICIAL MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF LINCOLN COUNTY, NEVADA.

PARCEL 2:

THE SOUTH 15.8 FEET OF LOT 18 AND ALL OF LOT 19, BLOCK 32, OF THE TOWN OF PIOCHE, ACCORDING TO THE OFFICIAL MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF LINCOLN COUNTY, NEVADA.

PARCEL 3:

LOTS 60, 61 AND 62 IN BLOCK 32 OF THE TOWN OF PIOCHE, ACCORDING TO THE OFFICIAL MAP THEREOF.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO HAUMONT INVESTMENTS, LLC, A NEVADA LIMITED LIABILITY COMPANY BY THAT CERTAIN GRANT, BARGAIN AND SALE DEED RECORDED JULY 12, 2006 IN BOOK 219, PAGE 169 AS INSTRUMENT NO. 126851, LINCOLN COUNTY, NEVADA RECORDS.

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 **Two hundred sixteen thousand** dollars (**\$216,000.00**) 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.

[Signature]

Eric Garriss

Signed in Counterpart

Shena Garriss

STATE OF Nevada)
COUNTY OF Clark) :ss.

This instrument was acknowledged before me on this:


6th day of September, 2022

By: Eric Garriss

[Signature]

Notary Public

(My commission expires: 4/10/24)

 VALERIA MARTINEZ
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 04-06-24
Certificate No: 18-2248-1

[Signature]

Signed in Counterpart

Eric Garriss

Eric Garriss

Shena Garriss

STATE OF Nevada)
COUNTY OF Clark) :ss.

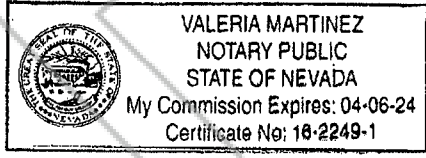
This instrument was acknowledged before me on this:
6th day of September, 2012

By: Eric Garriss

[Signature]

Notary Public

(My commission expires: 4/10/24)



See Attached Jurat

STATE OF NEVADA)
COUNTY OF Lincoln) :ss.

This instrument was acknowledged before me on September 7, 2022 by Shena Garriss

Alyson Wong
Notary Public
(My commission expires: March 17, 2024)

