

APN: 013-140-11

**Mailing Address of Grantee or Other Person Requesting Recording:**

Wilson | Barrows | Salyer | Jones  
442 Court Street  
Elko, Nevada 89801

**Mail Tax Statements to:**

Alan E. Lee & Brenda M. Ingram  
4043 Eureka Avenue  
Crescent Valley, Nevada 89821

**Social Security Number Affirmation Statement:**

In accordance with NRS 239B.030, the undersigned person recording this document hereby affirms that this document does not contain personal information, including full social security number of any person;

-OR-

In accordance with NRS 239B.030, the undersigned person recording this document hereby affirms that this document does contain personal information, including full social security number of a person.

Rocio Palafox

Paralegal

Name

Title

*Rocio Palafox*  
Signature

**Title of Document Recorded:**

DEED OF TRUST

# DEED OF TRUST

THIS DEED OF TRUST, made and entered into as of the 5<sup>th</sup> day of October, 2022, by and between RICHARD D. HARDING and BRENDA M. INGRAM, Successor Co-Trustees of the CHARLIE RICHARD LEE AND LAVETTE MARIE LEE FAMILY TRUST, hereinafter called Grantors; STEWART TITLE COMPANY, hereinafter called Trustee; and, ALAN E. LEE, a married man, and BRENDA M. INGRAM, a married woman, hereinafter called Beneficiaries; it being understood that the words used herein in any gender include all other genders, the singular number includes the plural, and the plural the singular,

## W I T N E S S E T H:

THAT WHEREAS, Grantors are indebted to Beneficiaries in the total sum of not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000.00), lawful money of the United States, and have agreed to pay the same according to the terms and tenor of that certain *Agreement and Mutual Release of Claims* dated September 29, 2022, made, executed and delivered by Grantors to Beneficiaries.

NOW, THEREFORE, Grantors, for the purpose of securing the payment of the above-described amount, and also the payment of all monies herein agreed or provided to be paid by the Grantors, or which may be paid out or advanced by Beneficiaries or Trustee under the provisions of this instrument, do hereby grant, bargain, sell, convey and confirm unto the Trustee all of the right, title and interest,

claim and demand, as well in law as in equity, which the Grantors may now have or may hereafter acquire of, in or to the following described real property situate in the City of Lincoln, State of Nevada, and being more particularly described as follows, to-wit:

That portion of the South half (S 1/2) of the Southeast Quarter (SE 1/4) of Section One (1) and the North half (N 1/2) of the Northeast Quarter (NE 1/4) of Section Twelve (12), Township 4 South, Range 66 East, M.D.B.&M., Lincoln County, Nevada more particularly described as follows:

Parcel 2 of that certain Map recorded January 5, 1999 in the Office of the County Recorder of Lincoln County in Book "B" of Plats, Page 178 as File No. 112122, Lincoln County, Nevada Records.

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**TOGETHER WITH** all buildings and improvements situate thereon.

**TOGETHER WITH** the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

TO HAVE AND TO HOLD the premises, together with the appurtenances, unto the Trustee, and to its successors and assigns, for the uses and purposes herein mentioned.

The following covenants, Nos. 1, 2 (100% replacement cost), 3, 4 (legal rate), 5, 6, 7 (reasonable), 8 and 9 of NRS 107.030, are hereby adopted and made a part of this Deed of Trust.

This Deed of Trust also secures payment for further sums and any document evidencing the same, together with interest as shall be provided for therein, as may hereafter be loaned or advanced by Beneficiaries to Grantors.

Grantors, in consideration of the premises, hereby covenant and agree that neither the acceptance nor existence, now or hereafter, of other security for the indebtedness secured hereby, nor the release thereof, shall operate as a waiver of the security of this Deed of Trust, nor shall this Deed of Trust nor its satisfaction nor a reconveyance made hereunder operate as a waiver of any such other security now held or hereafter acquired.

Grantors expressly covenant and agree at all times during the term hereof, and with respect to the land herein described, and all buildings and other improvements now or hereafter located or placed thereon:

- A. To properly care for and maintain the same in their present condition, order and repair, ordinary and reasonable wear and tear excepted;
- B. Not to alter, remove or change the present use of the same without the prior written consent of the Beneficiary;
- C. Not to commit or permit any waste of the same;
- D. Not to do any other act or omit to do any other act which results, or is likely to result, in a reduction or impairment of value of the same; and,
- E. To keep the same insured against hazards and casualty in an amount equal to full replacement value.

IN THE EVENT GRANTORS SHALL SELL, CONVEY OR ALIENATE SAID PROPERTY OR ANY PART THEREOF, OR ANY INTEREST THEREIN, OR SHALL BE DIVESTED OF THEIR TITLE OR ANY INTEREST THEREIN, IN ANY MANNER OR WAY, WHETHER VOLUNTARY OR INVOLUNTARY, WITHOUT THE WRITTEN CONSENT OF BENEFICIARIES BEING FIRST HAD AND OBTAINED, BENEFICIARIES SHALL HAVE THE RIGHT, AT THEIR OPTION, TO DECLARE ANY INDEBTEDNESS OR OBLIGATIONS SECURED HEREBY, IRRESPECTIVE OF THE MATURITY DATE SPECIFIED IN ANY DOCUMENT EVIDENCING THE SAME, IMMEDIATELY DUE AND PAYABLE.

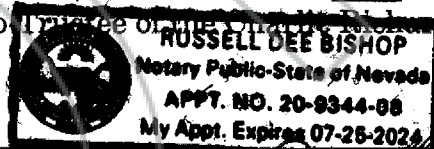
IN WITNESS WHEREOF, Grantors have hereunto set their hands as of the day and year first hereinabove written.

*R. Harding*  
RICHARD D. HARDING, Successor Co-Trustee of the Charlie Richard Lee and Lavette Marie Lee Family Trust

*Brenda M. Ingram*  
BRENDA M. INGRAM, Successor Co-Trustee of the Charlie Richard Lee and Lavette Marie Lee Family Trust

STATE OF NEVADA, )  
COUNTY OF EUREKA .)

This instrument was acknowledged before me on October 5<sup>TH</sup> 2022, by RICHARD D. HARDING as Successor Co-Trustee of the Charlie Richard Lee and Lavette Marie Lee Family Trust.



NOTARY PUBLIC *Russell Bishop*

STATE OF NEVADA, )  
COUNTY OF Churchill .)

This instrument was acknowledged before me on October 26 2022, by BRENDA M. INGRAM as Successor Co-Trustee of the Charlie Richard Lee and Lavette Marie Lee Family Trust.



*Sarah Tracy*  
NOTARY PUBLIC

22100031rms.wpd  
October 5, 2022