

LINCOLN COUNTY, NV

2023-163791

\$37.00

Rec:\$37.00

03/07/2023 10:08 AM

FIRST AMERICAN TITLE INSURANCE COMPANY

OFFICIAL RECORD

AMY ELMER, RECORDER

A.P.N.: 013-030-61 and 013-030-03
File No: 107-2661870 (TV)

When Recorded Return To:
Kyle Shane Cox
775 Bronco Dr
Spring Creek, NV 89815

DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST, made 2/24/2023, between **Lambert Andrus, a married man as his sole and separate property, TRUSTOR**, whose address is **751 Holt Ave POB 335, Caliente, NV 89008-0335, First American Title Insurance Company, TRUSTEE**, and **Kyle Shane Cox, a married man, BENEFICIARY**, whose address is **775 Bronco Dr, Spring Creek, NV 89815**.

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:

PARCEL 1 OF PARCEL MAP FOR RICHARD E., AND KORLA WARD RECORDED NOVEMBER 15, 2004 IN PLAT BOOK C, PAGE 87 AS FILE NO. 123391, FILED IN THE OFFICE OF THE COUNTY RECORDER, LINCOLN COUNTY, NEVADA, LOCATED IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 67 EAST, M.D.B.&M.

PARCEL II:

THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 67 EAST, M.D.B.&M.

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 **One hundred seven thousand** dollars (**\$107,000.00**) 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.

Dated: ~~February 24, 2023~~ March 6 2023



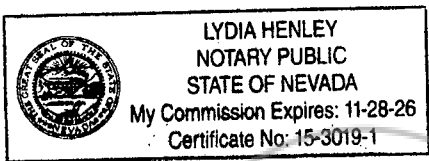
Lambert Andrus

STATE OF Nevada)
COUNTY OF Clark) :SS.

This instrument was acknowledged before me on this:
4 day of March, 2023

By: Lambert Andrus
Lydia Henley

Notary Public
(My commission expires: 11-28-26)



COOPY