

LINCOLN COUNTY, NV

2024-167366

\$37.00

Rec:\$37.00

08/20/2024 03:06 PM

LANDMARK TITLE ASSURANCE AGENCY OFFPGs=5 AK

OFFICIAL RECORD

AMY ELMER, RECORDER

APN: 001-045-04

RECORDING REQUESTED BY:

Landmark Title Assurance Agency

WHEN RECORDED MAIL TO:

**Nancy A. Escobedo, Trustee
of the Nancy A. Escobedo Family Trust
dated the 7th of September 1993
734 S 550 E
Springville, UT 84663**

ALL INCLUSIVE DEED OF TRUST AND ASSIGNMENT OF RENTS

This ALL-INCLUSIVE DEED OF TRUST MADE August 20, 2024 between **Nelson Collin Bleak and Ina Marie Bleak** herein called TRUSTOR(S), **Landmark Title Assurance Agency** herein called TRUSTEE and pay **Nancy A. Escobedo, Trustee of the Nancy A. Escobedo Family Trust dated the 7th of September 1993** herein called BENEFICIARY.

WITNESSETH: That Trustor grants to Trustee in Trust, with Power of Sale, that property in the City of Pioche, County of Lincoln, State of Nevada, described as:

See Attached Exhibit A

Which Currently has an address of **158 Lightner Street Pioche, NV 89043**

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

For Securing payment according to the terms of an All-Inclusive Promissory Note of even date herewith (hereinafter the Secured Note) made by Trustor, payable to the order of Beneficiary, and extensions or renewals thereof, and (2) the performance of each agreement of Trustor incorporated by reference or contained therein. Trustor covenants and agrees that Trustor shall perform and observe all obligations to be performed and observed by Trustor under the All-Inclusive Deed of Trust securing the Secured Note.

A Seller Carry Back in the amount Of **One-Hundred Fifty-Nine Thousand One Hundred and Sixty-Six Dollars 100/100 (\$159,166.00)** with a Total Balance including the senior loan **Two-Hundred and Nine Thousand dollars 100/100 (\$209,000.00)**

A. SENIOR DEED(S) OF TRUST

A Line of Credit Deed of Trust recorded as Document Number/Instrument no **20060223-126009**, of Official Records of Lincoln County, in the ORIGINAL PRINCIPAL SUM of **One Hundred Fifty-Thousand (\$150,000.00)** executed by **Nancy Escobedo, Trustee Of The Escobedo Family Revocable Trust**, in favor of **Bank Of America**, as Beneficiary, securing a Note and Deed of Trust of equal date of January 30, 2006. Current Approximate Principal Balance in the amount of **\$ 49,834.00**. Home Equity line shall not be Accessed any further.

B. TO PROTECT THE SECURITY OF THE ALL-INCLUSIVE DEED OF TRUST TRUSTOR AGREES:

1. To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of a law; to cultivate, irrigate, fertilized, fumigate, prune, and do all other acts which from the character or use of said property may reasonably necessary, the specific enumerations herein not excluding the general.
2. To provide, maintain and deliver to Beneficiary fire, vandalism, and malicious mischief insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder to invalidate any act done pursuant to such notice. The provisions hereof are subject to the mutual agreements of the parties as below set forth.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this All-Inclusive Deed of Trust.
4. To pay (a) at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; (b) when due, subject to the mutual agreements of the parties as below set forth, all encumbrances, charges and liens, with interest, on said property or any part thereof,

which appear to be prior or superior hereto; (c) all allowable expenses of this Trust

Should Trustor fail to make any payment or to do any act as herein provided, the Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof may; make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers; pay reasonable expenses, employ counsel and pay reasonable attorney fees.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee, with interest from date of expenditure at the rate provided in the Secured Note.

C. TO PROTECT THE SECURITY OF THE ALL-INCLUSIVE DEED OF TRUST TRUSTOR AGREES:

1. That any award of damages in connection with any condemnation for public use or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiaries who may apply or release such moneys received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due or all other sums so secured or to declare default for failure to pay.

3. That at any time or from time to time, without liability therefore and without notice upon written request of Beneficiary and presentation of this All-Inclusive Deed of Trust and the Secured Note for endorsement, and without affecting the personal liability or any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. That upon written request of Beneficiary stating that all sums secured hereby have been paid and upon surrender of this All-Inclusive Deed of Trust and the Secured Note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be describes as the person or persons legally entitled thereto.

5. Notwithstanding anything to the contrary contained herein, Trustor hereby irrevocably assigns, gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to

collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or be a receiver to be appointed by a court and without regard to the adequacy of any security for the indebtedness hereby secured, entered upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less allowable expenses of operation, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits, and the applications thereof as aforesaid, shall not cure or waive any default or notice of defaults hereunder or invalidate any act done pursuant to such notice.

Dated This 20 Day of August 2024

Borrower(s):

N. Collin Bleak
Nelson Collin Bleak

Ina Marie Bleak
Ina Marie Bleak

State of Nevada }

} SS:

County of LINCOLN }

On this 20th day of August, 2024 personally appeared **Nelson Collin Bleak and Ina Marie Bleak** before me, a Notary Public in and for said County and State, who acknowledged that they executed the above instrument.

WITNESS my hand and official seal.

Megan Robinson
NOTARY PUBLIC in and for said County and State



EXHIBIT A

All of Lots Nine (9) and Ten (10) in Block Fifty (50) of the Northeast Addition to the Town of Pioche, County of Lincoln, State of Nevada, as said lots and block are delineated on the official plat of said subdivision, now on file in the office of the County Recorder of said Lincoln County, Nevada, and to which plat and the records thereof reference is hereby made for further particular description, together with any and all improvements situate thereon.

