

DOC # 0211590

01/09/2008

11:16 AM

**Official Record**

Recording requested By  
RODERICK E. GARCIA

Eureka County - NV

Mike Rebaleati - Recorder

Fee \$19.00

Page 1 of 6

RPTT:

Recorded By: FES

Book- 0468 Page- 0375

APN: 01-195-04

**Mailing Address of Grantee or Other Person**

**Requesting Recording:**

Wilson Barrows & Salyer

442 Court Street

Elko, Nevada 89801

**Mail Tax Statements to:**

Kyle J. Moore and Amy Jo Moore

P.O. Box 5

Paradise Valley, Nevada 89426



0211590

**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.

Roderick E. Garcia  
Name

Trustee / Beneficiary  
Title

[Signature]  
Signature

**Title of Document Recorded:**

**DEED OF TRUST**

WILSON BARROWS & SALYER  
ATTORNEYS AT LAW  
442 Court St.  
ELKO, NEVADA 89801

# **DEED OF TRUST**

**THIS DEED OF TRUST**, made and entered into as of the 19<sup>th</sup> day of November, 2007, by and between Kyle J. Moore and Amy Jo Moore, husband and wife, as joint tenants, with right of survivorship, of Paradise Valley, Nevada, hereinafter called the Grantors; Stewart Title of Northeastern Nevada, a Nevada corporation, hereinafter called the Trustee; and, Roderick E. Garcia and Cynthia L. Garcia, wife and husband, as joint tenants, with the right of survivorship, of Eureka, Nevada, hereafter called the 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 I H:**

**THAT WHEREAS**, the Grantors are indebted to the Beneficiaries in the sum of Sixty-Five Thousand Dollars (\$65,000.00), lawful money of the United States, and have agreed to pay the same according to the terms and tenor of a certain Promissory Note of even date herewith, and made, executed and delivered by Grantors to Beneficiaries, which Note is in the words and figures as follows to-wit:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**WILSON BARROWS & SALYER  
ATTORNEYS AT LAW  
442 Court St.  
ELKO, NEVADA 89801**

## PROMISSORY NOTE

\$65,000.00

Eureka, Nevada, November 19, 2007

**FOR VALUE RECEIVED**, the Makers jointly and severally promise to pay to the order of Roderick E. Garcia and Cynthia L. Garcia, as joint tenants with the right of survivorship at Eureka, Nevada, or wherever payment may be demanded by the holder of this Note, the sum of SIXTY-FIVE THOUSAND DOLLARS (\$65,000.00), together with interest on the declining balance to accrue at the rate of Seven percent (7.0%) per annum from the date hereof until paid, all in the manner following, to-wit:

\$754.71 on or before thirty days from the date hereof and a like sum on or before the same day of each and every month thereafter until the entire balance of principal, together with accrued interest, has been paid in full. Said monthly payments shall be applied first to accrued interest to date thereof and the remainder upon the principal.

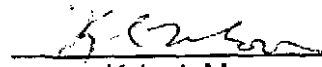
The Makers may, at their option, make additional payments or pay the entire unpaid principal, with accrued interest, in full at any time. Said payments shall be applied first to accrued interest to date of payment and the remainder upon the principal. Said additional payments shall not be cumulative payments, but the Maker shall in all events, pay at least the sums required by the above payment schedule.

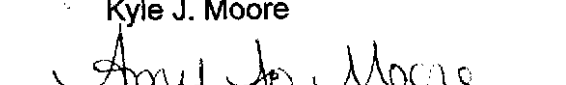
The Makers and endorser waives demand, diligence, presentment, protest and notice of protest and nonpayment.

In the event of default in the payment of any sum of principal or interest, or both, due hereunder, according to the terms and tenor hereof, or in the performance of any of the provisions of any security instruments now or hereafter securing this Note, the holder may, at his option, declare the entire amount of principal and interest due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

In case of default in the payment of any part of the principal or interest due hereunder, the Makers promise and agree to pay the holder's reasonable attorney fee and costs incurred in collecting the same before and during litigation or nonjudicial foreclosure.

This Note is secured by Deed of Trust and Security Agreement of even date herewith which contains, among others, a "Due on Sale" clause.

  
\_\_\_\_\_  
Kyle J. Moore

  
\_\_\_\_\_  
Amy J. Moore

07110112.dlm

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**NOW, THEREFORE,** the Grantors, for the purpose of securing the payment of the Promissory Note, 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 the Beneficiaries or Trustee under the provisions of this instrument, with interest in each case, 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 town of Eureka, County of Eureka, State of Nevada, and being more particularly described as follows, to-wit:

(See Exhibit A attached hereto and made a part hereof by this reference).

**TOGETHER WITH** all improvements situate thereon, or which are placed thereon during the life of this Deed of Trust.

**TOGETHER WITH** the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversions 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 (Note Rate), 5, 6, 7 (reasonable), 8 and 9 of NRS 107.030, are hereby adopted and made a part of this Deed of Trust.

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

The 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 Beneficiaries;
- 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 the value of the same;
- E. May repay the indebtedness to Beneficiaries in full at any time without prepayment penalty.;
- F. Must at all times purchase and maintain hazard insurance upon all improvements in at least the amount of the replacement value naming Beneficiaries as first loss payee

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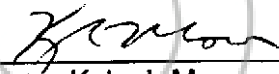
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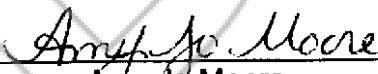


and the are required to keep a current certificate of insurance in Beneficiaries hands at all times: (1) hazard insurance on the Property in at least the sum of \$155,000.00; and (2) liability insurance in at least the sum of \$1,000,000.00.

The total principal and interest balance of the Promissory Note secured by this Deed of Trust shall become immediately and automatically due if and when Grantors sell, or transfer any interest in the property encumbered hereby, or enters into a contract to do so, without the prior written consent of the Beneficiaries.

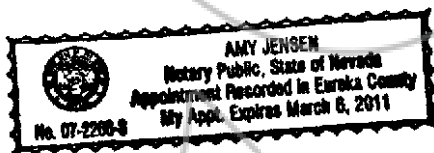
IN WITNESS WHEREOF, the Grantors have hereunto set their hands as of the day and year first hereinabove written.


  
\_\_\_\_\_  
Kyle J. Moore

  
\_\_\_\_\_  
Amy Jo Moore

STATE OF NEVADA,     )  
                                  ) ss.  
COUNTY OF Eureka.    )

This instrument was acknowledged before me on November 26, 2007, by Kyle J. Moore and Amy Jo Moore.



  
\_\_\_\_\_  
NOTARY PUBLIC

07110102.dlm  
November 13, 2007

\_\_\_\_\_  
WILSON BARROWS & SALYER  
ATTORNEYS AT LAW  
442 Court St.  
ELKO, NEVADA 89801