APN: 008-090-08 Escrow No. 00185262 - 002-15

When Recorded Return to: CMH Homes, Inc. 5000 Clayton Road Maryville, TN 37804

**DOC#**10/12/2011 218768

Official Record

Requested By FIRST AMERICAN TITLE RENO

Eureka County - NV Mike Rebaleati - Recorder

Page: 1 of 3 Recorded By FS Fee: \$16.00 RPTT: \$0.00 Book- 0524 Page- 0185

SPACE ABOVE FOR RECORDERS USE

2469213

## DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 22<sup>nd</sup> day of September, 2011 between Nathan A. Johnson and Pernecia H. Johnson, husband and wife as joint tenants with right or survivorship as GRANTOR, whose address is 561 W. Clark Street, Eureka, NV 89316, JLM TITLE LLC, a Nevada limited liability company DBA FIRST CENTENNIAL TITLE COMPANY OF NEVADA, TRUSTEE, and CMH Homes, Inc., BENEFICIARY, WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the County of Eureka, State of NEVADA described as: Lot 2 of Section 6, Township 19 North, Range 54 East, M.D.B.&M., Eureka County, Nevada

IN THE EVENT THE HEREIN DESCRIBED PROPERTY, OR ANY PORTION THEREOF, OR ANY INTEREST THEREIN, IS SOLD, AGREED TO BE SOLD, CONVEYED OR ALIENATED, BY THE TRUSTOR, OR BY THE OPERATION OF LAW OR OTHERWISE, ALL OBLIGATIONS SECURED BY THIS INSTRUMENT, IRRESPECTIVE OF THE MATURITY DATES EXPRESSED THEREIN, AT THE OPTION OF THE HOLDER HEREOF AND WITHOUT DEMAND OR NOTICE SHALL IMMEDIATELY BECOME DUE AND PAYABLE.

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

For the purpose of securing (1) payment of the sum of \$ 156,650.00 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewals 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 SPACE BELOW FOR RECORDER

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:

COUNTY	воок	PAGE	DOC. NO
Churchill	39 Mortgages	363	115384
Clark	850 Off. Rec.		682747
Douglas	57 Off. Rec.	115	40050
Eiko	92 Off. Rec.	652	35747
Esmeralda	3-X Deeds	195	35922
Eureka	22 Off. Rec.	138	45941
Humboldt	28 Off. Rec.	124	131075
Lander	24 Off. Rec.	168	50782
Lei laci			
COUNTY	воок	PAGE	DOC, NO.
• .	BOOK	10	45902
Lincoln	37 Off, Rec.	341	100661
Lyon	11 Off. Rec.	129	89073
Mineral	105 Off, Rec.	107	04823
Nye	72 Off. Rec.	249	32867
Ormsby	11 Off. Rec.	249	66107
Pershing		206	31506
Storey	"S" Mortgages	517	107192
Washoe	300 Off. Rec.	258	107102
White Pine	295 R.E. Records	200	N. N.

shall inure to and bind the parties hereto, with respect to the property above described. Said agreement, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed on the reverse side hereof) 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 change for a statement regarding the obligations secured hereby, provided the charge therefore 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 of Trustor

Nathan A. Johnson

Pernecia H. Johnson

STATE OF NEVADA COUNTY OF & Fure La)

This instrument was acknowledged before me on <u>OCL.</u> 6th, 2011 by Nathan A. Johnson AND Pernecia H. Johnson

NOTARY PUBLIC BAX



KATHY BACON-BOWLING Notary Public - State of Nevada Appointment Recorded in Eureka County No: 07-3652-8 - Expires May 11, 2015

SPACE BELOW FOR RECORDER