

APN: 002-022-14

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DOC# 218821

10/21/2011

01:53PM

Official Record

Requested By
STEWART TITLE ELKO

Eureka County - NV

Mike Rebaleati - Recorder

Page: 1 of 6 Fee: \$44.00
Recorded By FS RPTT: \$0.00
Book- 0524 Page- 0351



0218821

DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT, made this 21st day of October, 2011, by and between BURGANDY K. NELSON, a single woman, ("Trustor"); STEWART TITLE OF NEVADA HOLDINGS, INC., a Nevada Corporation, ("Trustee"); and LADELL HEGMAN, an unmarried man, ("Beneficiary").

WITNESSETH:

That the said Trustor hereby grants, bargains, sells, conveys and confirms unto the said Trustee, and to its successors and assigns, with power to sell, the following described real property and personal property situate in the State of Nevada, County of ~~Elko~~, to-wit:

RS Eureka

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF

TOGETHER WITH a certain mobile home, 1969 Kit Manufactured Home, 12 X 65
ft., Serial No. CFJF65123CKRABS1377..

SUBJECT to all taxes, assessments, reservations, exceptions, and all
easements, rights of way, conditions, restrictions and covenants as may now
appear of record.

TOGETHER WITH any and all buildings and improvements situate thereon.

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

TO HAVE AND TO HOLD the same unto the said Trustee, and to its successors and assigns, upon the trusts, covenants and agreements herein expressed and as security for the payment of a certain Promissory Note of even date herewith, for the principal sum of \$20,000.00, including interest from close of escrow, at the rate of 5% per annum, payable monthly in principal and interest installments of \$500.00, or more.

In order that the monthly payments are due on the first day of each month, Escrow Holder is directed to prorate interest, charging buyer and crediting seller, from close of escrow to the first day of the month. One month thereafter, the first regular payment shall commence and continue on the same day of each subsequent month for a period of four (4) years, at which time the then unpaid principal balance together with all accrued interest shall become due and payable.

Any payment, INCLUDING THE FINAL PAYMENT, made more than fifteen (15) days after the due date shall be accompanied by a late charge in the amount of \$25.00.

This Deed of Trust and Security Agreement is also given as security for the payment of any and all monies which the Beneficiary and Trustee, or either of them, may or shall hereafter loan or advance to the Trustor, or advance for its account, even though the said loan or advance may be secured by other mortgage or Deed of Trust and Security Agreement, and a security for the payment of all other monies that may become due from the Trustor from any cause whatsoever, including the payment of all other monies hereby agreed or provided to be paid by the Trustor, or which may be paid out, or advanced, by the Trustee, or by the Beneficiary, under the provisions of this Deed of Trust and Security Agreement.

The Trustor hereby covenants and agrees:

FIRST: The Trustor promises and agrees to properly care for and keep the property herein described, including any fences, buildings and other improvements thereon, in at least as good a condition of repair and maintenance as the same now are, subject to normal wear and tear, and to care for, protect and maintain any and all buildings situate thereon, and to otherwise protect and



218821

Book: 524 10/21/2011
Page: 352 2 of 6

maintain said premises and not to commit or permit any waste or deterioration thereof. The Trustor may make such alterations or improvements as she may desire on said premises, so long as she does not lessen the value of said property, and Trustor shall pay, when due, all claims for labor performed or material furnished thereon.

SECOND: The Beneficiary, or his duly authorized agents, shall at all reasonable times have the right to enter upon said premises and inspect the same.

THIRD: The Trustor covenants, warrants and represents that the title conveyed is a fee simple absolute title, free and clear of all encumbrances; that they will forever warrant and defend the title to the premises above mentioned to the Trustee and Beneficiary and their successors and assigns, against all lawful claims and demands of all persons whomsoever.

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

FIFTH: The reconveyance of this Deed of Trust and Security Agreement shall be at the cost and expense of the Trustor, or such other persons entitled to reconveyance.

SIXTH: The acceptance by said Beneficiary of any payment of the indebtedness hereby secured shall not operate as a waiver by the Beneficiary of any default by the Trustor made previously to such payment in any of the covenants or agreements to be made, kept and performed by the Trustor herein provided.

SEVENTH: The Trustor hereby covenants and agrees that neither the acceptance nor existence, now or hereafter, of any other security for the indebtedness secured hereby, nor the release thereof, shall operate as a waiver of the security of this Deed of Trust and Security Agreement, nor shall this Deed of Trust and Security Agreement, nor its satisfaction, nor a reconveyance made hereunder, operate as a waiver of such other security now held or hereafter acquired.



EIGHTH: All the provisions of this instrument shall apply to and bind the legal representatives, successors and assigns of the respective parties hereto, and it is distinctly understood and agree that the words Trustor, Grantor, Trustee or Beneficiary, as used in this instrument, and any pronoun referring thereto, is intended to and does include the masculine, feminine and neuter genders, and the singular and plural numbers; that the covenants and agreements of the Trustor or Grantor herein shall be construed to the joint and several covenants and agreements of all persons who sign this instrument; that if any provision of this Deed of Trust and Security Agreement be judicially declared invalid, such decision shall not affect the validity of the remaining provisions, and if any sale made hereunder shall be judicially declared invalid or deemed by the Beneficiary to be invalid, such sale shall not exhaust the power of sale, and the Trustee, at the request of the Beneficiary, may proceed anew with the sale of this property, in order to enforce fully the provisions of this Deed of Trust and Security Agreement.

NINTH: Said Trustor agrees that the said Trustee, or its successors in interest, shall not incur any liability on account of any act done, or omitted to be done, in good faith, under the provisions of this Deed of Trust and Security Agreement, and that said Trustee shall be fully protected in acting upon any statement, report, order, notice, request, consent or other paper or document believed to be genuine and signed by the proper parties.

TENTH: The Trustor, so long as there is any balance owing in connection with this Deed of Trust and Security Agreement, shall not sell, assign or transfer any interest in the property described herein, nor permit any assumption of the debt herein secured, without first obtaining the written consent of the Beneficiary. If all or any part of the property herein described, or any interest therein, is sold, assigned or transferred by the Trustors without the Beneficiary's prior written consent, the Beneficiary may, at his option, declare all sums secured by this Deed of Trust and Security



218821

Book: 524 10/21/2011
Page: 354 4 of 6

EXHIBIT "A"

The land referred to herein is situated in the State of Nevada, County of Eureka, described as follows:

Lot 18, Block 5 of Crescent Valley Ranch & Farms Unit No. 1, as per map recorded in the Office of the County Recorder of Eureka County, Nevada, as File No. 34081.

EXCEPTING THEREFROM all petroleum, oil natural gas and products derived therefrom, within or underlying said land or that may be produced therefrom, and all rights thereto, as reserved by Southern Pacific land Company in deed to H.J. Buchenau and Elsie Buchenau, recorded September 24, 1951, in Book 24, of Deeds at Page 168, Eureka County, Nevada.

