

DOC# 221765

10/30/2012 08:40AM

Official Record

Requested By
STEWART TITLE ELKO

Eureka County - NV
Mike Rebaleati - Recorder

Page: 1 of 9 Fee: \$22.00
Recorded By FS RPTT: \$0.00
Book- 0540 Page- 0334



0221765

APN: 001-195-04

**Recording Requested By
and Return to:**

Stewart Title
810 Idaho Street
Elko, NV 89801

The undersigned affirms that
this document does not contain
a social security number.

Grantor's Address:

P.O. Box 838
Eureka, Nevada 89316

Beneficiary's Address:

7707 E. Paseo Hermoso
Prescott Valley, Arizona 83614

1049380-20

DEED OF TRUST
SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT, made this 30th day of
October, 2012, by and between **NATHAN J. DENSHIRE and MARY L.
DENSHIRE**, husband and wife as joint tenants, hereinafter called "Grantor," and **STEWART
TITLE OF NEVADA HOLDINGS, INC.**, a Nevada Corporation, as Trustee, and **KYLE J.
MOORE and AMY JO MOORE**, husband and wife as joint tenants, hereinafter called
"Beneficiary," it being specifically understood that any and all references to the words "Grantor"
and "Beneficiary" shall include the masculine, feminine, and neuter genders, and singular and
plural, as indicated by the context and number of parties hereto:

WITNESSETH:

That Grantor hereby grants, transfers and assigns to the Trustee in trust, with power of
sale, all of the following described real property situate in the County of Elko, State of Nevada,
and more particularly described as follows:

All that certain real property situate in the Town of Eureka, State of
Nevada, being a portion of Block 49 lying westerly of the "Eureka
Channel" as shown on the Official Map File No. 127448, and a
portion of Richmond Street Abandonment, Document File No.

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161769, as recorded in the office of the Eureka County Recorder, more particularly described as follows:

Beginning at the Northwest Corner of Block 49, this being the point of beginning;

Thence N. 81°27' E., a distance of 64.41 feet to a point, this being Point No. 1;

Thence S. 24°30' W., a distance of 90.55 feet to a point, this being Point No. 2;

Thence S. 14°45' W., a distance of 41.83 feet to a point on the Southerly line of said Block 49, this being Point No. 3;

Thence N. 63°16' W., a distance of 26.78 feet to a point on the Southwest corner of said Block 49, this being Point No. 4;

Thence N. 64°02'25" W., a distance of 20.38 feet to a point on the Easterly line of Block 103 (Mineral Survey 94), this being Point No. 5;

Thence N. 4°46' E., a distance of 89.57 feet to the Northeast Corner of said Block 103, this being Point No. 6;

Thence N. 81°27' E., a distance of 19.08 feet to the True Point of Beginning.

TOGETHER WITH any and all buildings and or other improvements situate thereon.

TOGETHER WITH a certain Mobile Home as follows:

Title Number: B0279187
Serial Number: IDFLT04AB71192BF13
Manufacturer: FLEETWOOD
Trade Name/Model: BROOKFIELD
Year: 1996
Type: Multi Wide
Size: 26 ft. x 56 ft.

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TOGETHER WITH any accessories or attachments to said Mobile Homes.

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

TO HAVE AND TO HOLD the same unto said Trustee and its successors, in trust, to secure the performance of the following obligations, and payment of the following debts:

ONE: Payment of an indebtedness evidenced by a certain Promissory Note of even date hereof in the principal amount of **SIXTY-SIX THOUSAND SIX HUNDRED TWO DOLLARS AND 50/100 (\$66,602.50)** with interest thereon, expenses, attorney fees and other payments therein provided, executed and delivered by the Grantor payable to the Beneficiary on order, and any and all extensions or renewals thereof.

TWO: Payment of all other sums with interest thereon becoming due or payable under the provisions hereof to either Trustee or Beneficiary.

THREE: Payment, performance and discharge by Grantor of this Security Document, and said Note and of all advances on and renewals, extensions, revisions and amendments of this Security Document and the above-described Note and any other indebtedness or obligation secured hereby.

To protect the security of this Deed of Trust and Security Agreement, it is agreed as follows:

1. The Beneficiary has the right to record notice that this Deed of Trust and Security Agreement is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations of the Grantor for which the Beneficiary may claim the Deed of Trust and Security Agreement as security.

2. The Grantor shall:

A. Maintain, repair, care for and keep the property herein described and all buildings, fences, fixtures, landscaping, wells, pumping equipment, septic tanks, and all other structures, improvements and fixtures now thereon or hereafter placed thereon in at least the condition, order and repair existing on the date of this Deed of Trust and Security Agreement, or when installed, subject to reasonable normal wear and depreciation, and replacement, substitution or improvement as provided in B below;

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B. Not remove, demolish, neglect or damage all or any portion of the 1996 FLEETWOOD Mobile Home, 26 ft. x 56 ft., Serial Number IDFLT04AB71192BF13, fences, landscaping on the real property described in this Deed of Trust and Security Agreement and other fixtures and improvements now situate thereon or hereafter placed thereon unless: (1) the same is replaced, improved or substituted therefor by a like item of at least equal value, quality and use; or (2) the Beneficiary gives written consent in advance;

C. Not mine or commit or permit any waste of the land, buildings, improvements and fixtures on said premises;

D. Not do nor permit to be done, by act or omission, anything which shall impair, lessen, diminish, devalue or deplete the value of the security hereby given.

3. The following covenants, Nos. 1; 2 (replacement value); 3; 4 (5%); 5; 6; 7 (reasonable); 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust and Security Agreement. In connection with Covenant No. 6, it shall be deemed to include and apply to all conditions, covenants and agreements contained herein in addition to those adopted by reference, and to any and all defaults or deficiencies in the performance of this Deed of Trust and Security Agreement.

4. All payments secured hereby shall be paid in lawful money of the United States of America.

5. The Beneficiary and any persons authorized by the Beneficiary shall have the right to enter upon and inspect the premises at all reasonable times for the purposes of: inspecting them; determining Grantor's performance hereof; and taking all reasonable actions they are authorized to perform under the terms of this Deed of Trust and Security Agreement.

6. In case of condemnation of the property subject hereof, or any part thereof, by paramount authority, all of any condemnation award to which the Grantor shall be entitled less costs and expenses of litigation is hereby assigned by the Grantor to the Beneficiary, who is hereby authorized to receive and receipt for the same and apply such proceeds as received toward the payment of the indebtedness hereby secured, whether due or not.

7. If default be made in the performance or payment of the obligations, note or debt secured hereby, or in the performance of any of the terms, conditions and covenants of the Deed of Trust and Security Agreement, or the payment of any sum or obligation to be paid hereunder, or upon the occurrence of any act or event of default hereunder, and such default is not cured within **thirty-five (35)** days after written notice of default and of election to sell said property given in the manner provided by NRS 107.080 as in effect on the date of this Deed of Trust and

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Security Agreement, Beneficiary may declare all notes, debts and sums secured hereby or payable hereunder immediately due and payable although the date of maturity has not yet arrived.

8. 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 his account, even though the said loan or advance may be secured by other mortgage or Deed of Trust and/or Security Agreement, and as 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 provision of this Deed of Trust and Security Agreement.

9. The Promissory Note secured by this Deed of Trust and Security Agreement is made a part hereof as if fully herein set out.

10. Default under any other Deed of Trust and Security Agreement, mortgage, contract or other instrument which is or which creates a lien, encumbrance, charge or interest of any nature on or in any of the property subject hereto having priority over any lien, right or interest created or existing under this Deed of Trust and Security Agreement, or failure to pay or discharge when due any obligation which is secured by or which constitutes a lien, encumbrance, charge of interest of any nature on or in any property subject hereto having priority over any lien, right or interest created or existing under this Deed of Trust and Security Agreement, whether such obligation or the lien thereof is created by writing or otherwise, shall constitute a default under this Deed of Trust and Security Agreement, and to the extent Beneficiary elects to advance sums to correct a default, the same shall be secured hereby and be immediately due hereunder, together with interest at the Note rate.

11. Any notices to be given shall be given by registered or certified mail to Grantor at the address set forth near the signature on this Deed of Trust and Security Agreement or at such substitute address as Grantor may designate in writing duly delivered to Beneficiary and to the Trustee, and such address set forth in this Deed of Trust and Security Agreement or such substitute address as is designated in writing duly served as aforesaid shall be deemed conclusively to be the correct address of Grantor for all purposes in connection with said Deed of Trust and Security Agreement, including, but not limited to, giving of notices permitted or required by statute to be mailed to Grantor.

12. The rights and remedies herein granted shall not exclude any other rights or remedies granted by law, and all rights or remedies granted hereunder or permitted by law, shall be concurrent and cumulative.

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13. All the provisions of this instrument shall inure to and bind the heirs, legal representatives, successors and assigns of each party hereto respectively as the context permits. All obligations of each Grantor hereunder shall be joint and several.

14. It is expressly agreed that the trusts created hereby are irrevocable by the Grantor.

15. The Grantor hereby covenants and agrees that neither the acceptance nor existence, now or hereafter, of other security for the indebtedness secured hereby, or the full or partial release or discharge hereof, 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 reconveyance made hereunder operate as a waiver of any such other security now held or hereafter acquired.

16. If any provision hereof shall be held unenforceable or void, then such provision shall be deemed separate from the remaining provisions and shall in no way affect the validity of this Deed of Trust and Security Agreement.

17. The property subject to this Deed of Trust and Security Agreement shall include that herein described, and in addition, the following that now or hereafter are attached to or installed in, or placed in or upon any building or improvement on any portion of the described real property, which shall, for all purposes, be deemed to be fixtures: (a) all buildings, modular homes, manufactured housing, mobile homes and improvements now on or hereafter built, placed, constructed or installed on any portion of the premises; (b) all building fixtures, appliances and equipment, including, but not limited to, all ranges, stoves, ovens, compactors, disposals, dishwashers, heaters, furnaces, boilers, hot water heaters, heating and cooling and air conditioning installations with equipment, appliances and compressors; all wiring, panels, lighting fixtures, other electrical or electronic equipment; (c) all drapes, carpets and floor and window coverings; (d) all fences and gates; and (e) all landscaping. All of such fixtures, furnishings, equipment and improvements are, and shall become, a permanent accession to the land contained in the described real property conveyed under this Deed of Trust and Security Agreement, whether or not the same may be subject to any Security Agreement.

18. To the extent this Deed of Trust and Security Agreement contains fixtures and personal property, specifically the 1996 FLEETWOOD Mobile Home, 26 ft. x 56 ft., Serial Number IDFLT04AB71192BF13, it is intended to be a fixture filing, financing statement and security agreement and to perfect a security interest in the personal property and fixtures pursuant to the Nevada Uniform Commercial Code.

19. The undersigned warrant and represent that they have the power and authority to make, execute and deliver this Deed of Trust and Security Agreement.

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20. The rights and remedies of Beneficiary upon the occurrence of one or more defaults by Grantor (whether such rights and remedies are conferred by statute, by rule of law, by this Deed of Trust and Security Agreement, or otherwise) may be exercised by Beneficiary, in the sole discretion of Beneficiary, either alternatively, concurrently or consecutively in any order. The exercise by Beneficiary or Trustee of any one or more of such rights and remedies shall not be construed to be an election of remedies nor a waiver of any other rights and remedies Beneficiary might have unless, and limited to the extent that, Beneficiary shall so elect or so waive by an instrument in writing delivered to Trustee. Without limiting the generality of the foregoing, to the extent that this Deed of Trust and Security Agreement covers both real property, personal property and collateral, Beneficiary may, in the sole discretion of Beneficiary, either alternatively, concurrently or consecutively in any order:

A. Proceed as to both the real property, personal property and collateral in accordance with Beneficiary's rights and remedies in respect of the real property; or

B. Proceed as to the real property in accordance with Beneficiary's rights and remedies in respect of the real property and proceed as to the personal property and collateral in accordance with Beneficiary's rights and remedies in respect of the personal property and collateral.

Beneficiary may, in the sole discretion of Beneficiary, appoint Trustee as the agent of Beneficiary for the purpose of disposition of the personal property in accordance with the Nevada Uniform Commercial Code – Secured Transactions.

If Beneficiary should elect to proceed as to both the real property, personal property and collateral in accordance with Beneficiary's rights and remedies in respect of the real property, all the real and personal property and all the collateral may be sold, in the manner and at the time and place provided in this Deed of Trust and Security Agreement in one lot or in separate lots consisting of any combination or combinations of property and collateral, as Beneficiary may elect, in the sole discretion of Beneficiary.

Grantor acknowledges and agrees that a disposition of the personal property and collateral in accordance with Beneficiary's rights and remedies in respect to real property under NRS Chapter 107, is a commercially reasonable disposition of the personal property and collateral.

If Beneficiary should elect to proceed as to the personal property and collateral in accordance with Beneficiary's rights and remedies in respect to personal property, Beneficiary shall have all the rights and remedies conferred on a secured party by NRS 104.9501 to NRS 104.9507, both inclusive.

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21. Grantor will execute and promptly deliver to Beneficiary and Trustee any financing statements and other documents reasonably requested by Beneficiary for creation, perfection and enforcement of the trust and security interest in the collateral and to give good faith, diligent cooperation to Beneficiary for perfection and enforcement of the trust and security interest. Beneficiary is authorized to file, record or otherwise utilize this and any similar document as is necessary for perfection and enforcement of the trust and security interest granted hereby.

22. In the event Grantor shall sell, convey or alienate said property or any part thereof, or any interest therein or shall be divested of their title or any interest therein in any manner or way, whether voluntary or involuntary, without the written consent of the Beneficiary being first had and obtained, Beneficiary shall have the right at his option, 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 addition, the indebtedness and any obligations secured hereby shall immediately become due and payable upon the death of the Grantor.

23. Grantor agrees to and shall indemnify and hold Trustee and Beneficiary harmless from all liability, costs, fees, expenses, penalties, damages, fines and other payments Beneficiary may have to make or incur in connection with:

- (a) conducting or requiring environmental inspections, audits, assessments and other investigations;
- (b) cleanup;
- (c) remediation;
- (d) assurances of compliance with environmental laws, rules and regulations;
- (e) "loan workout" activities;
- (f) foreclosure;
- (g) reporting, handling, storage, transportation, treatment and disposal of contaminants, hazardous waste, storage tanks, hazardous substances, spills, chemicals, toxic substances, contamination, hazardous material storage;
- (h) environmental consultants; and
- (i) all other liabilities, work, services, contracts and payments arising out of the environmental condition of the property.

24. As and for additional consideration for the loan secured by this Deed of Trust and Security Agreement, Grantor hereby covenants and agrees that in the event Grantor causes a petition for relief to be filed under the United States Bankruptcy Code, including, but not limited to, a petition for relief pursuant to Chapters 7, 11 or 13, Grantor shall, upon written request from Beneficiary, stipulate to immediate relief from stay arising from the filing of Grantor's petition under the United States Bankruptcy Code. Grantor further acknowledges that this provision constitutes a material inducement to Beneficiary to lend the funds secured by the within Deed of Trust and Security Agreement. Grantor further acknowledges Beneficiary would not loan said

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funds to Grantor without Grantor agreeing to immediate relief from stay upon written request from Beneficiary. Grantor hereby stipulates and agrees that the court wherein Grantor's petition is pending shall, upon application by Beneficiary, order relief from stay with respect to all of Beneficiary's rights under the within Note and Deed of Trust and Security Agreement. Grantor represents that Grantor understands the provisions of this paragraph to this Deed of Trust and Security Agreement and agrees to the provisions freely and voluntarily.

IN WITNESS WHEREOF, the Grantor has executed these presents the day and year first hereinabove written.

GRANTOR:

Nathan J. Denshire
NATHAN J. DENSHIRE

Mary L. Denshire
MARY L. DENSHIRE

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

This instrument was acknowledged before me on October 1, 2012, by
NATHAN J. DENSHIRE and MARY L. DENSHIRE.

Maureen Torres
NOTARY PUBLIC



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