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Official Record

Recording requested By
JERRY L ANDERSON

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$18.00

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RPTT:

Recorded By: FES

Book- 554 Page- 0351

APN 007-380-80

When Recorded Return To:

Jerry L. Anderson
P.O. Box 87
Eureka, Nevada 89316



DEED OF TRUST

THIS DEED OF TRUST, made and entered into this day of Sept. 4th, 2013, by and between **Juan Antonio Davila or Magda Lena Davila or Juan Antonio Davila Jr.** as a married man and wife and a single man with rights of survivorship , hereinafter referred to as the Trustor, and **Jerry L. Anderson** a single man with rights of survivorship, hereinafter referred to as the Trustee and/or Beneficiary and whose address is P.O. Box 87, Eureka, Nevada, 89316.

WITNESSETH

That Trustor conveys, transfers, and assigns to Trustee in Trust with power of sale, the following described real property located in the County of Eureka, State of Nevada, and more particularly described as follows:

TOWNSHIP 20 N , RANGE 53 EAST, MDB&M

Lot Parcel 6 , Map File# 97070, in Section 29:

EXCEPTING AND RESERVING to the United States of America, all the oil and gas in said land, as reserved in Patent recorded March 21 1966, in Book 10, Page 205, Document No.41830, Official Records, Eureka County, Nevada.

FURTHER EXCEPTING THEREFROM all mineral rights, oil or gas lying on, in or over said land as reserved by JERRY LEE ANDERSON in Deed recorded November 20th, 1995, in Book 289Page531, Official records, Eureka County, Nevada.

SUBJECT TO THIS CERTAIN DEED OF TRUST created by the Trustor in favor of the Trustee and Beneficiary, the beneficial owners of record being **Jerry L. Anderson**, a single man.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in Anywise appertaining , and the reversion and reversions, remainder and remainders, rents, issues, and Profits thereof.

Trustor irrevocably grants and conveys to Trustee in Trust with power of sale, the above described real property together with leases, rents, issues, profits, or income thereof all of which are herein called property income; subject, however, to the right, power and authority herein given Beneficiary to collect and apply such property income and subject to the existing taxes, assessment, liens, encumbrances covenants, conditions, restrictions, rights of way and easements of record.

For purpose of securing (a); performance of each agreement of Trustor herin contained;(b); payment of an indebtedness evidenced by a certain Promissory Note dated the 4th day of Sept., 2013 and any extension or renewal thereof executed by the Trustor in favor of the Beneficiary.

The following provisions of N.R.S. 107.030 are adopted by referende as though more fully set forth herein: Covenant 1, Covenant 2 (amount of money set forth in the promissory note) Covenant 3 Covenant 4 (Note rate) Covenant 5, Covenant 6, Covenant 7 (reasonable) and Covenant 9.

Trustor shall bear the cost of recording this document.

To protect the security of this Deed of Trust, Trustor agrees:

1. To keep the property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workman like 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 the property or requiring any alterations or improvements to be made thereon; To purchase and maintain a comprehensive policy of fire and liability insurance; not to commit, suffer, or permit any act upon the property may be reasonably necessary, the specific enumeration herein not excluding the general.

2. To appear in and defend any action or proceeding purporting to affect the security hereof or the security hereof or the right or powers of beneficiary or Trustee; and to pay all sots and expenses of Beneficiary or Trustee including costs of evidence of Title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may apperar or be named in any suit brought by Beneficiary or Trustee to foreclose this Deed of Trust.

3. To pay before delinquent, all taxes and assessments affecting the property; when due, all encumbrances, chanrges and liens, with interest on the property or any part thereof which appear to be prior or superior thereto; all cost, fees and expenses to this Trust, including without limiting the generality of the foregoing the fees of trustee for issuance of any deed of partial release and partial reconveyance or deed of release and full reconveyance, and all lawful charges, cost, and expenses in the event or reinstatement of , following default in, this Deed of Trust or the obligation secured hereby.

4. If Trustor fails to make any payment or to do any act as herein provides, agree to a Quitclaim Deed back to the Trustee and/or Beneficiary .

5. Notified by certified mail 60 day of default and notified by certified mail of 90 days That the Quitclaim Deed is valid. All property TOWNSHIP 20N., RANGE 53 EAST, MDB&M Lot Parcel 6, Map File #97070, in Section 29: is returned to trustee JERRY LEE ANDERSON, with out liability or leans.

IT IS MUTUALLY AGREED THAT:

6. The amount collected by trustor under any insurance policy may be applies by Beneficiary on any indebtedness secured hereby and in such order as Beneficiary may determine or, at the option of the Beneficiary, the entire amount so collected or any part hereof, may be released to Trustor. Such application for release shall not cure or waive any default or notice of Trustee's sale hereunder or invalidate any act pursuant to such notice or any cost related to the commencement of the same. To the extent that there is a partial destruction of the premises or improvements on the real property for which this Deed of Trust acts as security, Beneficiary shall have the sole and exclusive election as to the manner in which the insurance proceeds paid to Trustor shall be applied either to the reconstruction of the premise, or to the reduction or full payment of the unpaid principal obligation then due and owing to Beneficiary at the time and said insurance payment. Any partial or total destruction of the improvements situate on the real property for which this Deed of Trust acts as security , shall operate to delay payments made thereon and required to be made as set out in promissory note for which this Deed of trust acts as security.

7. Any award of damages in connection with any condemnation or taking,, or for injury by reason of public use, or for damages for private trespass or injury thereto, is assigned and shall be paid to Beneficiary as further security for all its obligation secured hereby (reserving unto Trustor, the right to sue therefore and the ownership thereon subject to this Deed of Trust), and on receipt of such moneys Beneficiary may hold them as such further security, or apply or release them in the manner and with the same effect as above provides for dispositon of proceeds of insurance.

8. Time is of the essence of this Deed of Trust. By accepting payment of any sum secured hereby after its due date Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

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9. At any time or from time to time, and without notice, on written request from the Beneficiary and presentainon of this Deed of Trust and Note for endorsement, without liability for payment of the indebtedness secured hereby, without affection the security hereof for the full amount secured herby and all property remaining subject hereto , and without the necessity that any sum representing the value or any portion thereof of the propery affected y Trustee's acton be credited on the indebtedness, Trustee may (a) release and reconvey all or any part of the property; (b) consent to the making and/or recording of any map or plat of the property or any part thereof; (c) join in granting any easement thereon and (d) join in or consent to any extension agreement or any agreement subordination the lien, encumbrance, or charge hereof.

10. On written request of Beneficiary stating all sums secured hereby have been paid, on surrender of this Deed of Trust and Note to Trustee for cancellation and retenton, and payment of its fees, Trustee shall release and reconvey, without covenant or warrant, express or implied, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the thruthfulness thereof. The grantee in such reconveyance may be described as "the persons legally entitled thereto."

11. On default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustor of written notice thereof, setting forth the nature thereof, and event of sale by Trustee, Trustor shall have a 365 day right of redemption from the date of the Trustee's sale for the amount of the Note balance on the date of sale. Any trustee's deed executed and delivered by the trustee to any successful sale bidder and purchaser shall reflect Trustor's right of redemption as aforesaid.

12. As additional security, Trustor hereby gives to and confers on Beneficiary the right, power and authority, during the continuance of this Trust to collect the property income, reserving to 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 propery income as it becomes due and payable. On any such default, Beneficiary may at any time, without notice, either in person, by agent, or by a receiver to be appointed by a Court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter on and take possession of the property or any part thereof , in his own name sue for or otherwise collect such property income, including that past due and unpaid, and apply the same, less costs indebtedness secured hereby, and in such order as Beneficiary may determine. The entering on and taking possession of the property, the collection of such property income, and the application thereof shall not cure or waive any default or notice of Trustee's sale hereunder or invalidate any act done pursuant to such notice.

13. On default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustors of written notice thereof, setting forth the nature thereof, and of election to cause to be sold the property under this Deed of Trust.

14. Beneficiary may appoint a successor Trustee in the manner prescribed by law. A successor Trustee herein shall without conveyance from the predecessor Trustee, succeed to all the predecessor's title, estate, rithts, powers and Duties. Trustees may resign by mailing or delivering notice thereof to Beneficiary and Trustor.

15. This Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the owner and holder of the Note secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.

16. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provides by law. Trustee is not obligated to notify any acknowledged, is made public record as provided by law. Trustee is not obligated to notify any party herto of pending sale under any other Deed of trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee is a party unless brought by Trustee.

17. For all purposes of any notices or default required by law or otherwise to be given to Trustor, and unless Beneficiary are otherwise instructed hereafter in writing by Trustors, Trustor's address shall be: Mailing : P.O. Box 432 Eureka NV, 89316. Physical : 201 W. McCoy Street Eureka NV, 89316

Juan Davila
Juan Antonio Davila
(Trustor)

Magda Lena Davila
Magda Lena Davila
(Trustor)

Juan Davila
Juan Antonio Davila Jr.
(Trustor)

STATE OF NEVADA)
)
COUNTY OF ELKO)

Personally APPEARED BEFORE ME, A Notary Public, **Juan Antonio Davila or Magda Lena Davila or Juan Antonio Davila Jr.**, who is personally known to me and who proved to me that he is the person who, in my presence, executed the within DEED OF TRUST consisting of 5 pages.

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