

APN# 001-022-04

Recording Requested by and Return To:

Name Stewart Title Co

Address 810 Idaho St

City/State/Zip Elko NV 89901

01415-6471

**DOC# 224841**

09/05/2013

03:27PM

**Official Record**

Requested By  
STEWART TITLE ELKO

**Eureka County - NV**

**Mike Rebaleati - Recorder**

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Fee: \$19.00

Recorded By FS

RPTT: \$0.00

Book- 0554 Page- 0372



0224841

Deed of Trust

(Title of Document)

This cover page must be typed or printed

**DEED OF TRUST AND SECURITY AGREEMENT**

THIS DEED OF TRUST AND SECURITY AGREEMENT, made this 3 day of September, 2013, by and between DAVID J. GROTH, a single man, ("Trustor"); STEWART TITLE OF NORTHEASTERN NEVADA ("Trustee"); and PAUL M. BOWLING and KATHERINE J. BACON-BOWLING, husband and wife as joint tenants, ("Beneficiaries").

**WITNESSETH:**

That the said Trustor hereby grant, bargain, sell, convey and confirm 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 Eureka, to-wit:

Parcel 13 as shown on that certain Parcel Map for David A. Pasterino filed in the office of the County Recorder of Eureka County, State of Nevada, on April 24, 1989, as File No. 127109, being a portion of Lot 13, Block C of Ruby Hill Estates Subdivision, according to the official map thereof, filed in the office of the County Recorder of Eureka County, State of Nevada, on October 5, 1984, as File No. 96135 and amended May 15, 1985, as File No. 98941.

EXCEPTING THEREFROM all uranium, thorium or any other material which is or maybe determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value in and under said land reserved by the United States of America, in Patent recorded December 19, 1947, in Book 23, Page 226, Deed Records, Eureka County, Nevada.

TOGETHER WITH a certain mobile home, 1992 NASHUA CASTLEWOOD, 26' x 42', Serial Number: NCID31452XU.



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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 \$55,000.00, including interest from close of escrow at the rate of three and a half percent (3.5%) per annum, payable monthly in principal and interest installments of \$740.00, or more.

First payment shall commence on September 1, 2013 and continue on the same day of each subsequent month until paid.

This Deed of Trust and Security Agreement is also given as security for the payment of any and all monies which the Beneficiaries 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 Beneficiaries, under the provisions of this Deed of Trust and Security Agreement.

The Trustor hereby covenant and agree:

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

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

**THIRD:** The Trustor covenant, warrant and represent 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 Beneficiaries and their successors and assigns, against all lawful claims and demands of all persons whomsoever.

**FOURTH:** The following covenants, Nos. 1, 2, 3, 4 (3.5% per annum) 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.

**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 Beneficiaries of any payment of the indebtedness hereby secured shall not operate as a waiver by the Beneficiaries 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.



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SEVENTH: The Trustor hereby covenant and agree 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 agree 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 Beneficiaries. If all or any part of the property herein described, or any interest therein, is sold, assigned or transferred by the Trustor without the Beneficiaries' prior written consent, the Beneficiaries may, at their option, declare all sums secured by this Deed of Trust and Security Agreement to be immediately due and payable.

ELEVENTH: In the event Trustor 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 their 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 WITNESS WHEREOF, the Trustor have executed these presents the day and year first above written.

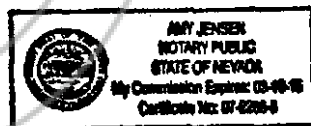
  
DAVID J. GROTH

STATE OF NEVADA )

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COUNTY OF Eureka )

On September 3, 2013, personally appeared before me, a Notary Public, DAVID J. GROTH, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument.



  
NOTARY PUBLIC

