

APN: 002-018-20

Recording Requested By
and Return to:

Stewart Title Company
810 Idaho Street
~~Elko NV 89801~~

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

Grantor's Address:
4040 Eureka Avenue
Crescent Valley, NV 89821

Beneficiary's Address:
5000 Clayton Road
Maryville, TN 37804
0145-8939

DOC# 226645

01/17/2014

02:23PM

Official Record

Requested By
STEWART TITLE ELKO

Eureka County - NV
Mike Rebaleati - Recorder

Page: 1 of 5 Fee: \$18.00
Recorded By LH RPTT: \$0.00
Book- 0561 Page- 0309



0226645

DEED OF TRUST

THIS DEED OF TRUST, made this 17th day of January, 2014, by
and between **TERRY FOSTER**, a married man as his sole and separate property,
hereinafter called "Grantor," and **STEWART TITLE COMPANY**, as Trustee, and
CMH HOMES, INC., a Tennessee Corporation, 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:

W I T N E S S E T H:

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 Eureka,
State of Nevada, and more particularly described as follows:

Lot 17, Block 20, 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 #34081.

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ATTORNEYS AT LAW
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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.

TOGETHER WITH all buildings and improvements situate thereon.

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

SUBJECT to any and all exceptions, reservations, restrictions, restrictive covenants, assessments, easements, rights and rights-of-way existing or of record.

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 **ONE HUNDRED EIGHTY-SIX THOUSAND, TWO AND 93/100THS DOLLARS (\$186,002.93)** 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 such additional amounts as may be hereafter loaned by the Beneficiary to the Grantor, or any successor in interest of the Grantor, with interest thereon, expenses and attorney fees, and any other indebtedness or obligation of the Grantor to the Beneficiary.

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

FOUR: Payment, performance and discharge of each and every obligation, covenant, promise and agreement of Grantor herein or in said Note contained, and of all

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renewals, extensions, revisions and amendments of the above-described Note and any other indebtedness or obligation secured hereby.

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

1. The Beneficiary has the right to record notice that this Deed of Trust is security for the additional amounts and obligations not specifically mentioned herein, but which constitute indebtedness or obligations of the Grantor for which the Beneficiary may claim this Deed of Trust as security.
2. The Grantor shall keep the property herein described in good condition, order and repair; shall not remove or demolish any buildings, fixtures, improvements or landscaping thereon or hereafter placed or constructed thereon; shall not commit or permit any waste or deterioration of the land, buildings and improvements; and shall not do nor permit to be done anything which shall impair, lessen, diminish or deplete the security hereby given.
3. The following covenants, Nos. 1; 2 (replacement value); 3; 4 (0%); 5; 6; 7 (reasonable); 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust. 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.
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.
6. 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, 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, Beneficiary may declare all notes, debts and sums secured hereby or

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payable hereunder immediately due and payable although the date of maturity has not yet arrived.

7. In case of condemnation of the property subject hereto, 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, to the extent the Beneficiary is entitled thereto, 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.

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

9. 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.

10. 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.

11. Any notice given to Grantor under Section 107.080 of NRS in connection with this Deed of Trust shall be given by registered or certified letter to the Grantor addressed to the address set forth above, or at such substitute address as Grantor may direct in writing to Beneficiary and such notice shall be binding upon the Grantor and all assignees or grantees of the Grantor.

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

13. The waiver by the Beneficiary of any default or breach of any of the provisions, covenants or conditions hereof on the part of the Grantor to be kept and performed shall not be a waiver of any preceding or subsequent default or breach of the same or any other provision, covenant or condition contained herein.

14. 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

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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 Grantor has executed these presents the day and year first hereinabove written.

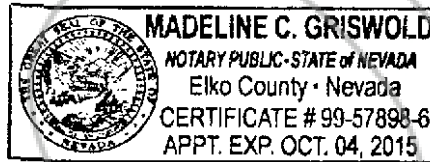
GRANTOR:

Terry Foster
TERRY FOSTER

STATE OF NEVADA)
 : SS.
COUNTY OF Elko)

This instrument was acknowledged before me on January 17, 2014,
by **TERRY FOSTER**.

Madeline C. Griswold
NOTARY PUBLIC



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