

DOC # 0226970

Official Record
Recording requested by:
MT. WHEELER POWER

Eureka County - NV
Mike Rebaleati - Recorder
Fee \$21.00 Page 1 of 1
Recorded By: [initials]
Book- 502 Page- 0070

APN# 001-194-05

Recording Requested by:

Name: mt. Wheeler Power

Address: 11000 Great Basin Blvd.

City/State/Zip: Ely, NV 89301

Mail Tax Statements to:

Name: _____

Address: _____

City/State/Zip: _____



Please complete Affirmation State below:

☒ I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 293B.030)

-OR-

☐ I the undersigned hereby affirm that this document submitted for recording contains the social security number of a person or persons as required by law: _____

(State specific law)

Kelly L Jackson
Signature (Print name under signature)

Billing Coordinator
Title

Deed of Trust
(Title of Document)

Only use the following section if one item applies to your document

This document is being re-recorded to Correct Spelling on Trustor Name and
add Beneficiaries Name and add APN#

-OR-

This document is being recorded to correct document # _____, and is correcting

If legal description is a metes & bounds description furnish the following information:

Legal description obtained from _____ (Document Title), Book _____
Page _____ Document # _____ recorded _____ (date) in the
White Pine County Recorders Office.

-OR-

If Surveyor, please provide name and address:

This page added to provide addition information required by NRS 111.312 Sections 1-4.
(Additional recording fee applies)

DOC # 0226851

01/24/2014

01:28 PM

Official Record

Recording requested By
PJ BENET-DAVIS

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$20.00

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RPTT

Recorded By LLH

Book- 562 Page- 0202

APN# 001-194-05

(multiple grantors)



0226851

DEED OF TRUST

THIS DEED OF TRUST; made this 24th day of January 2014, by and between PJ BENET-DAVIS AND RICHARD LANDERS; Husband and wife of EUREKA, NEVADA as Grantors, and Stewart Title of Northeastern Nevada; a Nevada Corporation, as Trustee and Beneficiary.

Mt. Wheeler Power Co., a Nevada Corp.

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 EUREKA, State of Nevada, more particularly described as follows:

-- SEE ATTACHED EXHIBIT-- "A".

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 dated January 24, 2014, in the principal amount of NINE THOUSAND NINE HUNDRED TWENTY THREE DOLLARS AND 00/100 (\$9,923.00), with the interest thereon, expenses, attorney fees and other payments therein provided, executed and delivered by the Grantor payable to the Beneficiary or 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.



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THREE:

Payment of all other sums with interest thereon becoming due or payable under the provisions hereof to 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 renewals, extensions, revisions and amendments of the above described notes 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 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, demolish, neglect, or damage 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.



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3. The following covenants, Nos. 1; 2 (unpaid principal balance); 3; 4 (5.050%); 5; 6; 7 (reasonable); 8; and 9 of N.R.S. 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. 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, 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.



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7.

If default be made in the performance or payment of the obligation, note or debt secured hereby or in the performance of any of the terms, conditions and covenants of this 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 in N.R.S. 107.080 as in effect on the date of this Deed of Trust, 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.

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

9.

The commencement of any proceeding under the bankruptcy or insolvency laws by or against the Grantor or the maker of the note secured hereby; or the appointment of receiver for any of the assets of the Grantor hereof or the maker of the note secured hereby, or the making by the Grantor or the maker of the Note secured hereby of a general assignment for the benefit of creditors, shall constitute a default under this Deed of Trust.

10.

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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11.

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. The word "Grantor" and any reference thereto shall include the masculine, feminine and neuter genders and the singular and plural, as indicated by the context and number of parties hereto.

12.

Any notice given to Grantor under Section 107.080 of N.R.S. or in connection with this Deed of Trust shall be given by registered or certified letter to the Grantor addressed to the address set forth near the signatures on this Deed of Trust, 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 Grantor.

13.

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



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

GRANTOR(S):

X

Grantor
JDCA
STATE OF(Nevada)
White Pine
COUNTY OF(Eureka)

On January 24, 2014, personally appeared before me, a Notary Public, PJ BENET-DAVIS AND RICHARD LANDERS; husband and wife, who acknowledged that THEY executed the above instrument.

Signature of Notary

Kelly Jackson

GRANTOR'S ADDRESS:

301 BASQUE ST. ADK
PO BOX 452
EUREKA, NEVADA 89316
EUREKA COUNTY



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EXHIBIT "A"

DESCRIPTION OF PROPERTY

OWNED BY: PJ BENET – DAVIS & RICHARD LANDERS; Husband and Wife
COMMONLY KNOWN AS: 131 RICHMOND STREET
EUREKA, NEVADA 89316

The land referred to in this Commitment is situated in the State of Nevada, County of Eureka, and is described as follows.

Parcel 1 as shown on that certain Parcel Map for Jack Scott Burnett filed in the office of the County Recorder of Eureka County, State of Nevada, on June 20, 1990, as File No. 132576, being a portion of Section 24, Township 19 North, Range 53 East, M.D.B. &M.



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