

APN: 002-023-32
002-023-033

ADDRESS FOR TAX STATEMENTS:

Patricia C. Ball
5056 Tenabo Ave.
Crescent Valley, NV 89821

When recorded return to:

Copenhaver & McConnell, P.C.
950 Idaho Street
Elko, NV 89801

DOC # 0229198

03/16/2015

09:44 AM

Official Record

Recording requested By
COPENHAVER & MCCONNELL, PC

Eureka County - NV

Sara Simmons - Recorder

Fee: \$18.00

Page 1 of 5

RPTT:

Recorded By: LH

Book- 577 Page- 0276



0229198

DEED OF TRUST

THIS DEED OF TRUST, made as of the 1st day of June, 2014, by and between **PATRICIA C. BALL** and **DIANA V. KERSEY**, as Trustors, and **COPENHAVER & MCCONNELL, PC**, as Trustee, and **SHANE FONTES** and **BONNIE FONTES**, husband and wife, as Beneficiary,

W_I_T_N_E_S_S_E_T_H:

Trustor hereby grant, transfer and assign 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:

Lots 21 and 22, Block 4 Crescent Valley Ranch and Farms,
Unit 1, Eureka County, Nevada

APN: 002-023-32
002-023-33

TOGETHER WITH all buildings and improvements situate thereon.

TOGETHER WITH all and singular the tenements, hereditaments, easements, and appurtenances thereunto belonging or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof, or of any part thereof.

SUBJECT TO all taxes and assessments, reservations, exceptions, easements, rights of way, limitations, covenants, conditions, restrictions, terms, liens, charges and licenses affecting the property of record.

Together with a double-wide trailer
Serial Number: ALB0321290RAB

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

ONE: Payment of an indebtedness evidenced by a certain Promissory Note of even date, with interest payable from the 1st day of June, 2014, herewith, in the principal amount of FORTY ONE THOUSAND FIVE HUNDRED EIGHTY FIVE AND 87/100ths DOLLARS (\$41,585.87) with the interest thereon as provided therein, expenses, late payment penalties, attorney fees and other payments therein provided, executed and delivered by the Trustor payable to the Beneficiary or order, and any and all extensions or renewals thereof, which Promissory Note is made a part hereof.

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

THREE: Payment, performance, and discharge of each and every obligation, covenant, promise and agreement of Trustor herein or in said Promissory Note contained and of all renewals, extensions, revisions and amendments of the above-described Note and any other indebtedness or obligation secured hereby.

FOUR: Obtaining and paying the premiums on hazard insurance and paying all taxes on the subject property.

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

1. The following covenants, Nos. 1, 2-(insurable value), 3, 4 (0.0%), 5, 6 (which covenant is 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 deficiency in performance of this Deed of Trust), 7 (reasonable), and 8 and 9 of N.R.S. 107.030, are hereby adopted and made a part of this Deed of Trust.

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

3. The Beneficiary and any persons authorized by the Beneficiary shall have the right to enter upon and inspect the premises at all reasonable times.



4. In case of condemnation of the property subject hereto, or any part thereof, by paramount authority, all of any condemnation award to which the Trustor shall be entitled less costs and expenses of litigation is hereby assigned by the Trustor 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.

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

6. All the provisions of this instrument shall inure to the benefit of and bind the heirs, legal representatives, successors and assigns of each party hereto respectively as the context permits. All obligations of each Trustor hereunder shall be joint and several. The word "Trustor" 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.

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

8. The Trustor shall properly care for, protect and keep the property and all landscaping, buildings and improvements thereon in at least the same state and condition of repair and order as it is on the date of the execution of this Deed of Trust, and not remove, damage or demolish any buildings or other improvements on the property unless the Beneficiary gives prior consent thereto or the building or improvement is immediately replaced with one of equal value or more.

9. At any time or from time to time, without liability therefor and without notice, on written request to beneficiary and presentation of this Trust Deed and the Note secured thereby for endorsement and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of such property; consent to the making of any map or plat thereof; join in granting any easement thereon; or

join in any extension agreement or any agreement subordinating such Trust Deed to subsequent liens, encumbrances or charges therein.

10. IN THE EVENT THE TRUSTOR SHALL SELL, CONVEY OR ALIENATE SAID PROPERTY OR ANY PART THEREOF, OR ANY INTEREST THEREIN, OR SHALL BE DIVESTED OF ITS 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 THEREOF, the Trustor has executed these presents the day and year first above written.

Trustors:

Patricia R. Ball
PATRICIA R. BALL

Diana Kersey
DIANA KERSEY

State of Nevada
County of Eureka

This instrument was acknowledged before me on the 4th
day of March, 2015 by **PATRICIA R. BALL** and **DIANA KERSEY**.


NOTARY PUBLIC



Notary Public, State of Nevada
County of Elko

RODOLFO GARCIA

No. 14-15279-8

My Commission Expires October 2, 2018