

01415-10215  
APN: 005-260-45

Send Tax Statement To:

James & Helene McMullan  
2 Cane Peak Court  
Wofford Heights, CA 93285

DOC# 229362

05/14/2015

03:18PM

Official Record

Requested By  
STEWART TITLE ELKO

Eureka County - NV

Sara Simmons - Recorder

Page: 1 of 6 Fee: \$19.00

Recorded By LH RPTT: \$0.00

Book- 0578 Page- 0328



0229362

**DEED OF TRUST**

THIS DEED OF TRUST, made and entered into as of the 13<sup>th</sup> day of May, 2015, by and between, TRAVIS GEIL, a single man, hereinafter called Trustor; STEWART TITLE COMPANY, hereinafter called Trustee; and JAMES McMULLAN and HELENE McMULLAN, husband and wife as joint tenants, hereinafter called Beneficiaries;

**WITNESSETH:**

THAT WHEREAS, the Trustor is indebted to the said Beneficiaries in the sum of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00), lawful money of the United States of America, and has agreed to pay the same according to the terms of a certain Promissory Note of even date herewith, made, executed and delivered by the said Trustor to the said Beneficiaries;

NOW THEREFORE, the said Trustor, for the purpose of securing the payment of said Promissory Note, and also the payment of all monies herein agreed or provided to be paid by the said Trustor, or which may be paid out, or advanced by the said Beneficiaries or Trustee under the provisions of this instrument with interest, and further in consideration of the sum of ONE DOLLARS (\$1.00), lawful money of the United States of America, in hand paid by the said Trustee,

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the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell unto the said Trustee, its successors and assigns, all that certain real property situate in the County of Eureka, State of Nevada, and more particularly described as follows:

TOWNSHIP 30 NORTH, RANGE 49 EAST, M.D.B.&M.

Section 15: E $\frac{1}{2}$ SE $\frac{1}{4}$ ;

EXCEPTING THEREFROM 90% of the right, title and interest in and to coal, oil, gas and other minerals of every kind whatsoever existing upon, beneath the surface of, or within said lands, as reserved by the Strathearn Cattle Company, et.al, in Deed recorded May 2, 1959, in Book 25, Page 297, Deed Records of Eureka County, Nevada.

TOGETHER WITH any and 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 all rights of way, easements, assessments, reservations and restrictions of record.

Being in trust, nevertheless, for the benefit and security of the Beneficiaries herein named, and the Holder or Holders of said Promissory Note secured hereby.

The following covenants: One; Two (insurable value); Three; Four (6%); Five; Six; Seven (reasonable); Eight and Nine of Nevada Revised Statutes 107.030 are hereby adopted and made a part of this Deed of Trust.

The Trustor promises to properly care for and keep the property herein described in the same condition as the same now exists, subject to normal wear and tear, to care for, protect and repair all buildings and improvements situate, or to be constructed thereon, not to remove or demolish any buildings or other improvements situate thereon, and to otherwise protect and preserve the said



premises and improvements thereon, and not to commit, or permit any waste or deterioration of said buildings and improvements, or of said premises, and to pay when due all claims for labor performed and materials furnished therefore.

The rights and remedies hereby granted shall not exclude any other rights or remedies granted herein, or by law, and all rights or remedies hereunder granted, or permitted by law, shall be concurrent and cumulative.

Said Trustor, in consideration of the premises, do hereby covenant and agree, that neither the acceptance nor the existence, now or hereafter, of other security for the indebtedness secured hereby, nor the release thereof, shall operate as a waiver of the security of this Deed of Trust, nor shall this Deed of Trust, nor its satisfaction, or a reconveyance made hereunder operate as a waiver of any such other security now held or hereafter acquired.

Trustor, and agents and representatives of Trustor, shall not allow or permit and shall not use, generate, store, treat, dispose or transport Hazardous Materials to or upon the property. Trustor will indemnify, defend and hold Beneficiaries harmless from the cost of any required or necessary investigation, repair, cleanup, remediation or detoxification of the real property and the preparation of any closure or other required plans relating thereto. "Hazardous Materials" shall mean those materials defined as hazardous materials, hazardous substances, toxic substances or solid waste by any federal, state or local law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environmental conditions on, under or about the property, including any material, waste or substance which is (1) petroleum; (2) asbestos; (3) polychlorinated biphenyls; (4) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sections 1251 et seq. (33 U.S.C. Sections 1321) or listed pursuant to Section 3078 of the Clean Water Act (33



U.S.C. Section 1317); (5) flammable explosives; or (6) radioactive materials, and further including, without limitation, those substances defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") as amended, 42 U.S.C. Sections 9601 et seq.; the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Sections 6901 et seq.; and the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 et seq. and in the regulations promulgated pursuant to said laws.

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

In case of condemnation of the property subject hereto, or any part thereof, by paramount authority, all of any condemnation award to which Trustor shall be entitled is hereby assigned by the Trustor to the Beneficiaries, who is hereby authorized to demand, sue for, collect, receive and receipt for the same and apply the net proceeds of the same, less costs and expenses of any litigation, toward the payment of the indebtedness hereby secured, whether due or not.

It is further covenanted and agreed that any breach in the performance of any of the covenants contained herein or adopted by reference, other than the payment of the Promissory Note for which this Deed of Trust is security, and which breach shall continue for a period of THIRTY-FIVE (35) DAYS after notice without being corrected or remedied, shall authorize the Beneficiaries, at its option, to declare the entire amount of the unpaid principal and accrued interest immediately due and payable.

Default under any other deed of trust, mortgage, contract, lease or other instrument, which includes the Security Agreement securing the interest in the personal property, which is, or which creates, a lien, encumbrance, charge or interest of any nature having priority over any lien, right or



interest created or existing under this Deed of Trust, or the concurrent Security Interest, or failure to pay or discharge when due any obligation which is secured by, or which constitutes a lien, encumbrance, charge or interest of any nature having priority over any lien, right or interest created or existing under this Deed of Trust, whether such obligation or the lien thereof is created by writing or otherwise, shall be conclusively deemed to be an event of default under this Deed of Trust.

The Trustor request that a copy of any notice of default and any notice of sale effecting this property be mailed to Trustor at Trustor' address as set forth above or at such substitute address as Trustor may designate in writing duly delivered to Beneficiaries and to Trustee.

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.

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 Trustor hereunder shall be joint and several if more than one Trustor. The words "Trustor", "Beneficiary" and "Trustee" 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.

It is expressly agreed that the trust created hereby is irrevocable by the Trustor.

Trustor shall not sell or attempt to sell all or any portion of the real property before payment in full of all principal and interest secured hereby, and any such sale, or attempt to sell, without Beneficiaries' prior written consent, shall permit Beneficiaries, at their option, to declare all sums secured by this Deed of Trust to be immediately due and payable and shall constitute a default hereunder. However, upon payment by Trustor of the principal amount of the obligation secured



hereby down to a balance of \$0.00, and upon Trustor's request to Beneficiaries to release this restriction on sale, Beneficiaries shall not unreasonably withhold such release.

IN WITNESS WHEREOF, the Trustor has hereunto set his hand as of the day and year first hereinabove written.

*Travis Gell*  
*Travis Gell*  
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TRAVIS GELL

STATE OF Michigan )  
COUNTY OF Kent ) ss.

On this 13<sup>th</sup> day of May, 2015, personally appeared before me, a Notary Public, TRAVIS GELL, known to me to be said person, who acknowledged that he executed the foregoing Deed of Trust.

*Jennifer C. Schukman*  
\_\_\_\_\_  
NOTARY PUBLIC  
Commission expires 7-1-2021

JENNIFER C. SCHUKMAN  
Notary Public, State of Michigan  
County of Kent  
My Commission Expires: 7/1/2021  
Acting in the County of Kent