

DOC# 229738

08/07/2015

03:44PM

Official Record

Requested By STEWART TITLE ELKO

Eureka County - NV

Sara Simmons - Recorder

Page: 1 of 5 Fee: \$18.00

Recorded By LH RPTT: \$0.00

Book- 0582 Page- 0046



0229738

A.P.N. No.:	007-392-08
Escrow No.:	01415-16753
Recording Requested By:	
Stewart Title	
Mail Tax Statements To:	Same as below
When Recorded Mail To:	
Rosalia Gutierrez	
4628 Benson Lane	
Fallon, NV 89406	

DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT, made this 26th day of June, 2015, by and between Rodney L Harney and Mary Harney, husband and wife as joint tenants with right of survivorship (TRUSTOR); Stewart Title Company (TRUSTEE); and Rosalia Gutierrez, an unmarried woman and Jesus Zelena Gutierrez, a single woman, as joint tenants with right of survivorship (BENEFICIARY)

WITNESSETH:

That the said TRUSTOR hereby grants, bargains, sells, conveys and confirms 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 Eureka, to-wit:

Parcel G1-2 as shown on that certain Parcel Map for Cheyenne Land and Livestock filed in the office of the County Recorder of Eureka County, State of Nevada, on February 20, 1998, as File No. 169772, being a portion of Lot 1 of Parcel G of Large Division Map, portion of E1/2 of Section 17, Township 20 North, Range 53 East, M.D.B.&M.

EXCEPTING THEREFROM all the oil and gas lying in and under said land as reserved by the United States of America, in patent recorded April 15, 1966, in Book 10, Page 331, Official Records of Eureka County, Nevada.

FURTHER EXCEPTING THEREFROM an undivided one-half interest in and to all of their right, title and interest in the mineral rights lying in and under said lands as reserved by Earl A. Rasmussen and Lavernia C. Rasmussen, as Co-Trustees of the Rasmussen Trust, et al, in deeds recorded July 11, 1996, in Book 297, Page 482, 485, 490, 494, 498 and 502, Official Records of Eureka County, Nevada.

TOGETHER WITH certain mobile home, as follows:

Title Number: B0327743
 Serial Number: KSDH08A25919021A
 Manufacturer: AMER
 Tradename/Model:
 Year: 1979

Size:

14' x 66'

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

SUBJECT to all taxes, assessments, reservations, exceptions, and all easements, rights of way, conditions, restrictions and covenants as may now appear of record.

TO HAVE AND TO HOLD the same unto the said TRUSTEE, and to its successors and assigns, upon the trusts, covenants agreements herein expressed and as security for the payment of a certain Promissory Note of even date herewith, which Promissory Note is made a part hereof, for the principal sum of **\$20,000.00** with interest thereon, expenses, attorney fees and other payments thereon provided, executed and delivered by TRUSTOR to the BENEFICIARY on order, and any and all extensions or renewals thereof.

ONE: TRUSTOR's payment of all other sums with interest thereon becoming due and payable under the provisions hereof, or in said Promissory Note Contained, to either TRUSTEE or BENEFICIARY.

This Deed of Trust and Security Agreement is also given as security for the payment of any and all monies which the BENEFICIARY 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 BENEFICIARY, under the provisions of this Deed of Trust and Security Agreement. The BENEFICIARY has the right to record notice that this Deed of Trust and Security Agreement is security for additional amounts and obligations not specifically mentioned herein, but which constitute indebtedness or obligations of the TRUSTOR for which the BENEFICIARY may claim the Deed of Trust and Security Agreement as security.

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

THREE: TRUSTOR shall forthwith obtain and pay the premiums on hazard insurance and pay all taxes on the subject property when due and payable.

To protect the security of this Deed of Trust, TRUSTOR hereby covenants and agrees as follows:

FIRST:

A. The TRUSTOR promises and agrees 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.

B. Not remove, demolish, neglect or damage all or any portion of the Manufactured home, fences



or landscaping on the real property described in this Deed of Trust and Security Agreement and other fixtures and improvements now situate thereon or hereafter placed thereon, unless: (1) the same is replaced, improved or substituted therefore by a like item of at least equal value, quality and use; or (2) the BENEFICIARY gives written consent in advance.

SECOND: The BENEFICIARY, 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 covenants, warrants and represents 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 BENEFICIARY and their successors and assigns, against all lawful claims and demands of all persons whomsoever.

FOURTH: The following covenants, Nos. 1, 2 (insurable value), 3, 4 (4.5%), 5, 6, 7 (reasonable), 8, 9, and 10 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: 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 towards the payment of the indebtedness hereby secured, whether due or not.

SEVENTH: The acceptance by said BENEFICIARY of any payment of the indebtedness hereby secured shall not operate as a waiver by the BENEFICIARY 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.

EIGHTH: The TRUSTOR hereby covenants and agrees 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.

NINTH: 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 agreed 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 Deed of Trust and Security Agreement.

TENTH: Said TRUSTOR agrees 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.

ELEVENTH: 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 BENEFICIARY, If all or any part of the property herein described, or any interest therein, is sold, assigned or transferred by the TRUSTOR without the BENEFICIARY's prior written consent, the BENEFICIARY may, at their option, declare all sums secured by this Deed of Trust and Security Agreement to be immediately due and payable.

TWELFTH: 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, the 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.

THIRTEENTH: The property subject to this Deed of Trust and Security Agreement shall include that herein described, and in addition, the following that now or hereafter are attached to or installed in, or placed in or upon any building or improvement on any portion of the described real property, which shall for all purposes, be deemed to be fixtures: (a) all buildings, modular homes, manufactured housing, mobile homes and improvements now on or hereafter built, placed, constructed or installed on any portion of the premises; (b) all building fixtures, appliances and equipment, including but not limited to, all ranges, stoves, ovens, compactors, disposals, dishwashers, heaters, furnaces, boilers, hot water heaters, heating and cooling devices, air conditioner units and equipment, appliances, wiring, panels, light fixtures, and other electrical or electronic equipment and devices; (c) window coverings, drapes, carpets, and flooring; (d) all fences and gates; and (e) landscaping. All fixtures, furnishings, equipment and improvements are, and shall become, a permanent accession to the land described in this Deed of Trust and Security Agreement, whether or not the same may be subject to any Security Agreement.

FOURTEENTH: To the extent this Deed of Trust and Security Agreement contains fixtures and personal property, specifically the Manufactured Home described above, it is intended to be a fixture filing, financing statements and security agreement and to perfect a security interest in the personal property and fixtures pursuant to the Nevada Uniform Commercial code (UCC).

FIFTEENTH: The rights and remedies of BENEFICIARY upon the occurrence of one or more defaults by TRUSTOR, whether conferred by statute, rule of law, this Deed of Trust and Security Agreement, or otherwise, may be exercised by BENEFICIARY, in their sole discretion, either alternatively, concurrently or consecutively. The exercise by BENEFICIARY or TRUSTEE of any one or more of such rights and remedies shall not be construed to be an election of remedies nor waiver of any other rights and remedies BENEFICIARY might have.

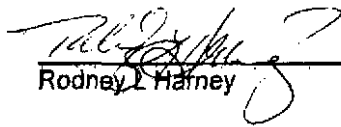
SIXTEENTH: The rights and remedies herein granted shall not exclude any other rights or remedies granted by law, and all rights or remedies granted hereunder or permitted by law, shall be concurrent and cumulative.

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 has executed these presents the day and year first above written.


Rodney L. Harney


Mary Harney

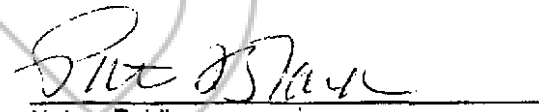


State of Nevada

County of Elko

) ss.

On 20th day of May, 2015, personally appeared before me, a Notary Public, Rodney L Harney and Mary Harney, 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
Trish Blaylock

