

APN: 001-231-01; 001-221-01

Send Tax Statement To:

Terri L. Clark

1004 Bryant Ave
Chico, CA 95926

01415-19297

DOC# 230789

12/21/2015

03:44PM

Official Record

Requested By

STEWART TITLE ELKO

Eureka County - NV

Sara Simmons - Recorder

Page: 1 of 8

Fee: \$21.00

Recorded By LH

RPTT: \$0.00

Book- 0587 Page- 0393



0230789

DEED OF TRUST

THIS DEED OF TRUST, made and entered into as of the 18 day of December, 2015, by and between, RICHARD TISUE and MARY TISUE, husband and wife as joint tenants with right of survivorship, hereinafter called Trustors; STEWART TITLE COMPANY OF NEVADA, hereinafter called Trustee; and Terri L. Clark, a married woman as her sole and separate property, hereinafter called Beneficiaries;

WITNESSETH:

THAT WHEREAS, the Trustors are indebted to the said Beneficiaries in the sum of ONE HUNDRED SIXTY THOUSAND DOLLARS (\$160,000.00), lawful money of the United States of America, and have 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 Trustors to the said Beneficiaries;

NOW THEREFORE, the said Trustors, 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 Trustors, 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, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents

do 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:

See Exhibit "A" attached hereto and incorporated herein by reference.

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 (4%); 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 Trustors promise 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.

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230789

Book: 587 12/21/2015
Page: 394 2 of 8

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 Trustors, 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.

Trustors, and agents and representatives of Trustors, shall not allow or permit and shall not use, generate, store, treat, dispose or transport Hazardous Materials to or upon the property. Trustors 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 Trustors shall be entitled is hereby assigned by the Trustors to the Beneficiaries, who are 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 their 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 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 failure to pay or discharge when due any obligation which is secured by, or which constitutes a lien, encumbrance, charge or interest

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230789

Book: 587 12/21/2015
Page: 396 4 of 8

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 Trustors request that a copy of any notice of default and any notice of sale effecting this property be mailed to Trustors at Trustors' address as set forth above or at such substitute address as Trustors 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 Trustors.

Trustors 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 Trustors of the principal amount of the obligation secured hereby down to a balance of \$0.00, and upon Trustors' request to Beneficiaries to release this restriction on sale, Beneficiaries shall not unreasonably withhold such release.



IN WITNESS WHEREOF, the Trustors have hereunto set their hand as of the day and year
first hereinabove written.

✓ Richard E Tissue
RICHARD TISUE

✓ Mary 2. Tissue
MARY TISUE

STATE OF NEVADA)
 : ss.
COUNTY OF Eureka)

On this 18 day of December, 2015, personally appeared before me, a Notary Public,
RICHARD TISUE and MARY TISUE, husband and wife, known or proved to me to be said
persons, who acknowledged that they executed the foregoing Deed of Trust.

[Signature]
NOTARY PUBLIC

Commission expires May 3, 2016

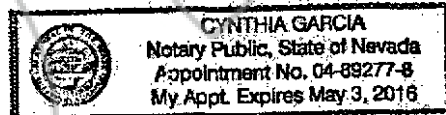


EXHIBIT "A"

The land referred to herein is situated in the State of Nevada, County of Eureka, described as follows:

PARCEL 1:

A parcel of land per GB&S Deed Book 434, Page 300 filed in the Office of the Eureka County Recorder, Eureka County, State of Nevada located in the Southeast quarter of Section 11, Township 19 North, Range 53 East, MDM, more particularly described as follows:

Beginning at the section corner of Sections 11, 12, 13 and 14, Township 19 North, Range 53 East, MDM, monumented with a BLM brass cap thence North $14^{\circ}00'08''$ West, 1361.00 feet to the Northwestern property corner said point being the point of beginning;

Thence South $89^{\circ}52'45''$ East, 287.66 feet;

Thence South $00^{\circ}54'51''$ East, 157.76 feet;

Thence South $00^{\circ}15'25''$ East, 263.88 feet;

Thence South $00^{\circ}19'30''$ East, 307.99 feet;

Thence South $00^{\circ}43'09''$ East, 212.34 feet;

Thence South $00^{\circ}07'04''$ West, 75.46 feet;

Thence South $00^{\circ}46'06''$ West, 104.79 feet;

Thence South $00^{\circ}57'48''$ West, 197.76 feet to a point on the section line between Sections 11 and 14;

Thence North $89^{\circ}54'57''$ West, 732.36 feet along the section line between Sections 11 and 14;

Thence North $17^{\circ}49'37''$ West, 215.50 feet along the Easterly right of way of Highway 50;

Thence South $89^{\circ}54'31''$ West, 506.99 feet;

Thence North $00^{\circ}01'24''$ East, 1115.08 feet to the point of beginning.

Legal description appears of record in Book 486, Page 308 as Document No. 213232



230789

Book: 587 12/21/2015
Page: 399 7 of 8

PARCEL 2:

A parcel of land per Parcel Map File Number 164217 filed in the Office of the Eureka County Recorder, Eureka County, State of Nevada, located in the Northeast quarter of Section 14, Township 19 North, Range 53 East, MDM, more particularly described as follows:

Beginning at the section corner of Sections 11, 12, 13 and 14, Township 19 North, Range 53 East, MDM, monumented with a BLM brass cap thence North 89°55'02" West, 38.42 feet to the Northeasterly property corner said point being the point of beginning.

Thence South 00°57'48" West, 194.74 feet;
Thence South 01°45'37" West, 402.48 feet;
Thence South 03°38'12" West, 104.55 feet;
Thence South 01°20'38" West, 95.55 feet;
Thence South 01°24'24" West, 57.35 feet;
Thence South 03°11'19" East, 98.38 feet;
Thence South 79°15'00" West, 53.79 feet;
Thence North 04°35'00" West, 122.09 feet;
Thence South 89°26'42" West, 203.19 feet;
Thence South 00°33'18" East, 180.92 feet;
Thence South 77°35'23" West, 17.14 feet;
Thence North 17°50'09" West, 1078.74 feet;
Thence South 89°54'57" West, 732.36 feet.

Legal description appears of record in Book 486, Page 310 as Document No. 213233



230789

Book: 587 12/21/2015
Page: 400 8 of 8