

DOC# 230801

12/31/2015

10:38AM

The undersigned hereby affirms that this document submitted for recording does not contain a social security number.

Official Record

Requested By
STEWART TITLE ELKO

Eureka County - NV

Sara Simmons - Recorder

Page: 1 of 9 Fee: \$22.00

Recorded By LH RPTT: \$0.00

Book- 0588 Page- 0024

APN: 007-380-05

After recording, mail to:
Retiremen, LLC
14025 W Saddlebow Dr
Reno, NV 89511
01415-19656



0230801

DEED OF TRUST. ASSIGNMENT OF LEASES AND SECURITY AGREEMENT

This Deed of Trust is made this 16th day of November, 2015, among EDISON EDWARD BIRCHIM III, unmarried man, whose address is P.O. Box 522, 576 Hwy 50 West, Eureka, Nevada 89316; and MEGGAN ALICIABRIANN ALLEN, unmarried woman, as joint tenants, whose address is P.O. Box 522, 576 Hwy 50 West, Eureka, Nevada 89316, Granters (herein "Borrowers"), WESTERN TITLE, 330 East Main Street, Suite B, Fernley, Nevada 89408 (herein "Trustee"), and RETIREMEN, LLC, a Nevada limited liability company, 14025 Saddlebow Drive, Reno, Nevada 89511, Beneficiary, (herein "Lender").

Borrowers, in consideration of the loan represented by the Note and the trust herein created, irrevocably grants, bargains and sells to Trustee, in trust, with power of sale, the property located in Eureka County, Nevada, commonly known as 576 Hwy 50 West, Eureka, Nevada 89316, described as follows on:

EXHIBIT A ATTACHED HERETO

TOGETHER with the improvements erected on the property, and all easements, reversions, appurtenances, Lessor's interest in any lease of the property, rents, royalties, mineral, oil and gas rights and profits, geothermal rights, water, water rights, and water stock (the "Real Property"), and all fixtures, equipment and other personal property now or subsequently affixed to, placed upon or used in the operation of the Real Property, are - referred to as the "Personal Property". The Real Property and Personal Property are referred to collectively as the "Property").

TO SECURE to Lender (a) the repayment of Borrowers' Note Secured by a Deed of Trust of even date (herein "Note") in the principal sum of ONE HUNDRED AND FIFTY THREE THOUSAND FIVE HUNDRED DOLLARS (\$153,500.00), plus interest and all extensions, renewals or modifications; (b) the payment of all other sums plus interest advanced for the same purpose as the purpose of the original loan represented by the Note or for the improvement or protection of the property; (c) the Borrowers' performance of the covenants of this Deed of Trust; and (d) the repayment of any future advances plus interest made to Borrowers by Lender, provided the notes representing those advances state that the advances are secured by this Deed of Trust.

COVENANTS: Borrowers and Lender agree:

1. **Funds For Taxes And Insurance.** Upon receipt of written demand from a lender, Borrowers shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, the sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust and hazard insurance premiums, all as reasonably estimated by Lender on the basis of assessments and bills. Lender shall not pay Borrowers' interest on the Funds. Lender shall give to Borrowers, without charge, an annual accounting of the Funds showing credits and debits to the Funds, and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due date of taxes and assessments and insurance premiums shall exceed the amount required to pay taxes and assessments, insurance premiums as they fall due, the excess shall be, at Borrowers' option, either promptly repaid to Borrowers or credited to Borrowers' future monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, and insurance premiums as they fall due, Borrowers shall pay to Lender the amount necessary to make up the deficiency within 30 days after notice from Lender to Borrowers requesting payment.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrowers any Funds held by Lender.

If the property is sold at a foreclosure sale, or is acquired by Lender by a deed in lieu of foreclosure, Lender shall apply, no later than immediately prior to the sale of the property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit first to taxes and assessments and insurance and the balance against other sums secured by this Deed of Trust.

2. **Hazard Insurance.** Borrowers shall maintain with insurers approved by Lender: (a) insurance with respect to improvements against loss or damage by fire or any risk included under "fire and extended coverage" policies and any other hazard Lender requires, in an amount approved from time to time by Lender, with replacement cost indorsement without depreciation; (b) public liability and property damage insurance applicable to the property in amounts approved by Lender, with an indorsement naming Lender as an additional insured as its interest may appear. All insurance maintained by Borrowers shall: (i) except for liability insurance, contain a standard non-contributory mortgagee's indorsement in favor of Lender; (ii) provide that, except in the case of public liability insurance, insurance proceeds shall be payable to Lender, and in the case of hazard insurance, pursuant to the Nevada Standard Mortgagee Clause No. 438BFUNS or other mortgagee clause; (iii) provide that any losses shall be payable notwithstanding any act or failure to act or negligence of Lender or Borrowers or any other person; (iv) provide that no cancellation, reduction in amount or material change in coverage shall be effective until at least 30 days after receipt by Lender and Borrowers of written notice and (v) contain only such deductibles, if any, as Lender may approve in writing, and be reasonably satisfactory to Lender in all other



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respects. Any insurance may, at Borrowers' option, be provided through a blanket policy or policies. Upon the execution of this Deed of Trust and thereafter not less than 30 days prior to the expiration date of any policy, Borrowers will deliver to the Lender the original of any policy or renewal policy required by this Deed of Trust, bearing notations evidencing the payment of premiums, except that, in lieu of the policy, Borrowers may, with Lender's consent, deliver a certificate of the insurer, satisfactory to Lender in substance and in form, as to the issuance and effectiveness of the policy and the amount of coverage afforded thereby accompanied by a certified copy of such policy. Delivery of the policy of insurance shall constitute assignment to Lender of any returned premiums.

3. Preservation and Maintenance of Property. Borrowers shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property or remove, demolish or materially alter any building or other property subject to the Deed of Trust.

4. Deed of Trust Tax. If any tax or assessment is levied on the interest of any party of this Deed of Trust, Borrowers agree to pay the tax even if it is assessed against the Lender.

5. Inspection. Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrowers notice prior to any inspection.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for any conveyance in lieu of condemnation, are assigned, and shall be paid, to Lender. Borrowers waive any legal or equitable interest in the award and any right to require an apportionment of the award. Borrowers agree that Lender is entitled to apply the award in accordance with this Paragraph 7 without demonstrating that its security has been impaired.

If the Property is abandoned by Borrowers or if after notice by Lender to Borrowers that the condemner offers to make an award or settle a claim for damages, Borrowers fail to respond to Lender within 30 days after the date of the notice, Lender is authorized to collect the proceeds. The amount paid to Lender may be applied by Lender to the Note or other secured debt, and in the order Lender determines, or at the option of Lender the entire amount, or any part, may be applied to repair or restoration of the Property or released to Borrowers. The application or release shall not cure or waive any default or notice of default or invalidate any act done pursuant to a Notice of Default.

Unless Lender and Borrowers otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly installments required by the Note or Paragraph 1, nor change the amount of the installments. No prepayment fee is due as a result of condemnation proceeds received by Lender.



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7. Damage or Destruction; Application of Insurance. The amount paid to Lender under any fire or other insurance policy may be applied by Lender to the Note or other secured debt in the order Lender determines, or at the option of Lender, the entire amount or any part, may be applied to repair or restoration of the Property or released to Borrowers. The application or release shall not cure or waive any default or notice of default, or invalidate any act done pursuant to a Notice of Default.

Unless Lender and Borrowers otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly installments by the Note or Paragraph 1, nor change the amount of the installments. No prepayment fee is due as a result of insurance proceeds received by Lender.

8. Limitation on Transfer. If the Property or any part thereof, or any interest therein, is sold by contract of sale or otherwise, agreed to be sold, conveyed, or alienated by the Borrowers or by the operation of law, or otherwise, or the Property is further encumbered, or there is a material change in the identity or control of the Borrowers (all of the foregoing events are referred to as "Transfers"), then all obligations secured by this Deed of Trust, irrespective of the maturity dates of the obligations, at the option of the Lender, and without demand or notice, shall immediately become due and payable, unless the Transfer occurs as a result of a death. Failure to exercise the option or consent to a Transfer shall not constitute waiver of the right to exercise this option in the event of a subsequent Transfer. Lender shall not waive its rights to accelerate pursuant to this paragraph by accepting a payment on an obligation secured by this Deed of Trust after Lender receives notice of the occurrence of a Transfer. If a Transfer occurs, with or without Lender's consent, Borrowers waive all suretyship defenses, including the right to compel suit against the principal debtor.

9. Fee for Permitting Assumption. Lender or Lender's agent may charge a fee of \$250.00 as an assumption fee for a change in the party or parties making the payments secured by this Deed of Trust, if Lender agrees to a transfer by Borrowers of their interest in the Property to another person.

10. Security Agreement. Borrowers grant Lender a security interest in all Personal Property located on or used in connection with the Real Property currently existing or hereafter acquired, including, but not limited to the mobile home described as follows:

Make: FLEETWOOD
Size: 26' x 66'
Serial No.: CAFLT17AB18795SC13
Year: 1997
Model: SUNCREST

If Borrowers default, Lender may foreclose its security interest in accordance with the provisions of the Nevada Uniform Commercial Code or in accordance with the procedure for foreclosing this Deed of Trust. The proceeds of sale of Personal Property shall be applied first to Lender's cost of repossession and sale, including attorneys' fees, then to the secured debt.



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11. Statutory Covenants. The following Covenants, Nos. 1,3, 4(rate of interest default rate in the Note), 5, 6, 7 (reasonable attorneys' fees), 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust, provided, however, that the express covenants of this Deed of Trust shall control to the extent that the same are inconsistent with Covenant Nos. 1, 3, 4, 5, and 9 and, provided further, that Covenant Nos. 6, 7 and 8 shall control over the express covenants of this Deed of Trust to the extent the same are inconsistent with Covenant Nos. 6, 7 and 8.

The power of sale under this Deed of Trust shall not be exhausted by any one or more sales (or attempts to sell) as to all or any portion of the Property remaining unsold, but shall continue unimpaired until all of the Property has been sold by exercise of the power of sale herein contained and all indebtedness of Borrowers to Lender under the Deed of Trust, the Note or other loan documents has been paid in full, in money as defined in NRS 104.1201(24).

12. Protection of Lender's Security. If Borrowers fail to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender, upon notice to Borrowers, may make any appearance, disburse any sums and take any action necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph, with interest from date of disbursement at the default rate specified in the Note, shall become additional indebtedness of Borrowers secured by this Deed of Trust, payable upon demand.

13. Acceleration Remedies. If Borrowers default, Lender may (a) declare all sums secured immediately due and payable without demand or notice, or (b) have a receiver appointed as a matter of right without regard to the sufficiency of the Property or any other security or guaranty and without any showing as required by NRS 107.100, or both.

14. Assignment of Rents; Lender in Possession. Trustor confirms and agrees that this document creates a security interest in the Real Property to secure the performance of obligations of Trustor to Beneficiary and hereby confirms that Trustor has by this document assigned all rents as defined in NRS 107A.140 arising from the Real Property to Beneficiary as security for the performance of the Obligations created by the Note and this Deed of Trust with the intent of creating an assignment of rents in favor of Beneficiary pursuant to the Uniform Assignment of Rents Act found at NRS 107A.070, et seq., together with the right of the Beneficiary as the assignee to enforce the assignment of rents as provided in that Act.



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15. Lender's Right to Deal With Collateral. Without affecting the liability of any person, including Borrowers, for the payment of any secured debt or the lien of this Deed of Trust on the Property for the full amount of any unpaid indebtedness, Lender and Trustee are empowered as follows: Lender may, without notice, do any one or more of the following: (a) release any person liable for the payment of any of the indebtedness; (b) extend the time or otherwise alter the terms of payment of any of the indebtedness; (c) accept additional security; (d) alter, substitute or release any property securing the indebtedness. Trustee may, without liability and without notice, upon written request of Lender and presentation of this Deed of Trust and the Note for indorsement: (1) consent to the making of any map or plat of the Property; (2) join in granting any easement or creating any easement or creating any restriction thereon; (3) join in any subordination or other agreement affecting this Deed of Trust; (4) reconvey, without any warranty, any part of the Property.

16. Events of Default. Borrowers shall be in default under this Deed of Trust if any one or more of the following events occur:

a) Borrowers fail to pay any installments of principal or interest due on the Note or any other indebtedness secured by this Deed of Trust when it becomes due.

b) Borrowers fail to perform or comply with any of the terms of this Deed of Trust or of the Note.

c) Borrowers fail to pay personal property taxes as they become due and payable.

d) Borrowers or any guarantor makes an assignment for the benefit of creditors or admits in writing its inability to pay its debts as they become due or files a petition in bankruptcy or is adjudicated a bankrupt or insolvent, or files a petition seeking a reorganization, arrangement, composition, adjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or fails to file an answer or to seasonably contest the material allegations of a petition filed against it in any such proceeding, or seeks to consent or acquiesce in the appointment of any trustee, receiver or liquidator of a material part of its properties.

e) If, within sixty (60) days after the commencement of any proceeding against Borrowers or guarantor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law, or regulation, such proceeding is not dismissed, or if within sixty (60) days after the appointment without the consent or acquiescence of Borrowers or guarantor, of any trustee, receiver or liquidator of any material part of its properties, the appointment shall not have been vacated.

f) Borrowers default on any indebtedness secured by a Deed of Trust which is either prior or subordinate to the lien of this Deed of Trust.

g) Any taking by eminent domain or a conveyance as a result thereof unless the entire award is paid to Lender pursuant to Paragraph 7 hereof.



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17. Order of Application of Securities; Cumulative Remedies. If the indebtedness secured is secured by any other collateral, Lender may exhaust any of the other collateral as well as the Property, either concurrently or independently and in any order it determines. Lender may apply the proceeds to the indebtedness secured without affecting the status of or waiving its right to exhaust any other security, including the Property, and without waiving any default. All remedies provided in this Deed of Trust are distinct and cumulative to any other remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

18. Waivers. Acceptance of a late or partial payment shall not constitute a waiver of any other or future default.

19. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants of the Deed of Trust shall bind, and the rights created shall inure to, the respective successors and assigns of Lender and Borrowers. All covenants of Borrowers shall be joint and several. The captions and headings of the paragraphs are for convenience only and are not to be used to interpret or define its provisions.

20. Notice. Any notice provided for in this Deed of Trust shall be mailed by certified mail to Borrowers at the addresses stated above or any address Borrowers may designate and to Lender by certified mail to Lender's address.

21. Governing Law; Severability. This Deed of Trust shall be governed by the law of Nevada. If any provision or clause of this Deed of Trust or the Note conflicts with applicable law, the conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provisions, and to this end the provisions of this Deed of Trust and the Note are declared to be severable.

22. Waiver of Statute of Limitations. Borrowers waive, except as prohibited by law the right to plead, use or assert any statute of limitations as a plea or defense or bar of any kind, or for any purpose.

23. Certain Legal Proceedings. Should Lender or Trustee, or both, become parties to any action to enjoin foreclosure, or other legal proceedings instituted by Borrowers, or by any third party, or should Borrowers institute or be subject to any bankruptcy, reorganization, receivership or other proceeding in relation to creditors, then all attorneys' fees and costs incurred by Lender or Trustee, or both, in any of those proceedings, shall be secured by this Deed of Trust and shall be paid by Borrowers upon demand, and if not paid, shall be recovered from the Property.



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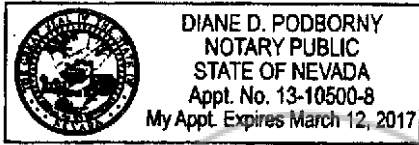
BORROWERS:

Ed. E. Bircham III
Edison Edward Bircham III

Meggan Aliciabriann Allen
Meggan Aliciabriann Allen

STATE OF NEVADA)
) SS
COUNTY OF Eureka)

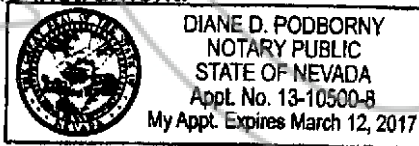
On this 17th day of November, 2015, personally appeared before me, a notary public, Edison Edward Bircham III, personally known or proved to me to be the person whose signature is subscribed to the above instrument, who acknowledged that he executed the instrument.



Diane D. Podborny
NOTARY PUBLIC
My commission expires: March 12, 2017

STATE OF NEVADA)
) SS
COUNTY OF Eureka)

On this 17th day of November, 2015, personally appeared before me, a notary public, Meggan Aliciabriann Allen, personally known or proved to me to be the person whose signature is subscribed to the above instrument, who acknowledged that he executed the instrument.



Diane D. Podborny
NOTARY PUBLIC
My commission expires: March 12, 2017



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EXHIBIT A

LEGAL DESCRIPTION

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

A parcel of land located in a portion of lots 15 and 16, Section 29, TOWNSHIP 20 NORTH, RANGE 53 EAST, M.D.B. & M., more particularly described as follows:

BEGINNING at a point from which the Northeast corner of Lot 16, Section 29, TOWNSHIP 20 NORTH, RANGE 53 EAST, M.D.B. & M., bears South 89° 50' 12" East, 430.0 feet,

THENCE South 0° 26' West, 512.4 feet, to the North line of U.S. Highway 50;

THENCE North 70° 5' 29" West, 1,515.94 feet, along said North right of way line;

THENCE South 89° 50' 12" East, 1,421.4 feet, to the True Point of Beginning.

EXCEPTING THEREFROM all the oil and gas in and under said land as reserved in Patent from the UNITED STATES OF AMERICA, recorded March 21, 1966, in Book 10, page 205, Official Records, Eureka County, Nevada.

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