

DOC# 231092

04/12/2016

02:26PM

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- 0589 Page- 0422



0231092

APN: 005-240-37

When records return to:
Stewart Title Company
Attn: IC Dept.
816 Idaho Street
Elko, NV 89801
0145-20933

DEED OF TRUST

THIS DEED OF TRUST, made this 1st day of April, 2016, by and between KODIE BAER, a married man as his sole and separate property, ("Trustor"); STEWART TITLE COMPANY ("Trustee"); and DONALD JAMES, an unmarried man ("Beneficiary").

W I T N E S S E T H:

That the said Trustor hereby grants, bargains, sell, 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 of Elko, to-wit:

Parcel 2 as shown on that certain Parcel Map for Don & Jeanette Hill James filed in the office of the County Recorder of Eureka County, State of Nevada, on December 12, 1996, as File No. 165367, being a portion of Section 33, Township 30 North, Range 48 East, M.D.B.&M..

EXCEPTING THEREFROM all petroleum, oil, natural gas, and products derived therefrom lying in and under said land reserved by Southern Pacific Land Company, in Deed recorded September 24, 1951, in Book 24, Page 168, Deed Records, Eureka County, Nevada. TOWNSHIP 30 NORTH, RANGE 48 EAST, M.D.B.&M.

TO HAVE AND TO HOLD the same unto the said Trustee, and to its successors and assigns, upon the trusts, covenants and agreements herein expressed and as security for the payment of a certain

Promissory Note of even date herewith, for the principal sum of \$40,000.00, including interest from April 1, 2016 at the rate of FIVE PERCENT (5%) per annum, payable monthly in principal and interest installments of \$316.32, or more.

First payment shall commence on May 1, 2016 and continue on the same day of each subsequent month for a period of fifteen (15) years, at which time the then unpaid principal balance together with all accrued interest shall become due and payable.

The Trustor hereby covenants and agrees:

FIRST: 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. The Trustor shall be responsible for any liens placed on property due to improvements and alterations, which are allowed.

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



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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, 3, 4(5%), 5, 6, 7, 8, and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

FIFTH: The reconveyance of this Deed of Trust shall be at the cost and expense of the Trustor, or such other persons entitled to reconveyance.

SIXTH: 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.

SEVENTH: 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, nor shall this Deed of Trust, nor its satisfaction, nor a reconveyance made hereunder, operate as a waiver of such other security now held or hereafter acquired.

EIGHTH: 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



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agree 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 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 Beneficiaries, may proceed anew with the sale of this property, in order to enforce fully the provisions of this Deed of Trust.

NINTH: 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 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.

TENTH: The Trustor, so long as there is any balance owing in connection with this Deed of Trust, 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



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the written consent of the Beneficiaries. 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 prior written consent, the Beneficiary may, at their option, declare all sums secured by this Deed of Trust to be immediately due and payable.

ELEVENTH: 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.


KODIE BAER

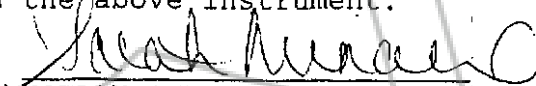


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STATE OF NEVADA)
) : ss
COUNTY OF ELKO)

On April 7th, 2016, personally appeared before me, a Notary Public, KODIE BAER, personally known (or proved) to me to be the persons whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument.


NOTARY PUBLIC



COPY



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