

A.P.N. No.:	007-210-43
File No.:	622959
Recording Requested By:	
Stewart Title Company	
When Recorded Mail To:	
Stewart Title Company	
810 Idaho Street	
Elko, NV 89801	

EUREKA COUNTY, NV	2020-240085
Rec:\$37.00	
\$37.00 Pgs=7	02/13/2020 09:46 AM
STEWART TITLE ELKO	
LISA HOEHNE, CLERK RECORDER	

(for recorders use only)

Deed of Trust
(Title of Document)

This cover page must be typed or printed in black ink.

(Additional recording fee applies)

DEED OF TRUST

THIS DEED OF TRUST, made and entered into as of the 12th day of February, 2020, by and between **Anthony Miller** and **Benita Miller**, husband and wife as joint tenants, of Eureka, Nevada, hereinafter called the Trustors; **Stewart Title Company**, hereinafter called the Trustee; and **Luke G. Yoder** and **Bonnitta R. Yoder**, husband and wife, of Pantego, North Carolina, hereafter called the Beneficiaries; it being understood that the words used herein in any gender include all other genders, the singular number includes the plural, and the plural the singular,

WITNESSETH:

THAT WHEREAS, the Trustors are indebted to the Beneficiaries in the sum of Ninety-Five Thousand Dollars (\$95,000.00), lawful money of the United States, and have agreed to pay the same according to the terms and tenor of a certain Promissory Note of even date herewith, and made, executed and delivered by Grantors to Beneficiaries, which Note is in the words and figures as follows to-wit:

WILSON | BARROWS | SALYER | JONES

442 Court Street | Elko, Nevada 89801 | 775.738.7271

PROMISSORY NOTE

\$95,000.00

Elko, Nevada, _____, 2020

FOR VALUE RECEIVED, the Makers jointly and severally promise to pay to the order of **Luke G. Yoder and Bonnitta R. Yoder**, husband and wife as joint tenants, at Pantego, North Carolina, or wherever payment may be demanded by the holder of this Note, the sum of **NINETY-FIVE THOUSAND DOLLARS (\$95,000.00.)**, together with interest on the declining balance to accrue at the rate of four percent (4.0%) per annum from the date hereof until paid, all in the manner following, to-wit:

\$1,486.00 on or before thirty (30) days from the date hereof and a like sum on or before the same day of each and every month thereafter for a period of sixty-four (64) months, at which time the then unpaid principal balance together with all accrued interest shall become due and payable. Said monthly payments shall be applied first to accrued interest to date thereof and the remainder upon the principal.

The Makers may, at their option, make additional payments or pay the entire unpaid principal, with accrued interest, in full at any time. Said payments shall be applied first to accrued interest to date of payment and the remainder upon the principal. Said additional payments shall not be cumulative payments, but the Makers shall in all events, pay at least the sums required by the above payment schedule. Makers shall incur and pay a twenty dollar (\$20.00) late penalty for late payments, including the final payments, made more than 5 days after the due date.

The Makers and endorser waives demand, diligence, presentment, protest and notice of protest and nonpayment.

In the event of default in the payment of any sum of principal or interest, or both, due hereunder, according to the terms and tenor hereof, or in the performance of any of the provisions of any security instruments now or hereafter securing this Note, the holders may, at their option, declare the entire amount of principal and interest due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

In case of default in the payment of any part of the principal or interest due hereunder, the Makers promise and agree to pay the holders' reasonable legal fees and costs incurred in collecting the same before and during litigation or nonjudicial foreclosure.

WILSON | BARROWS | SALYER | JONES

442 Court Street | Elko, Nevada 89801 | 775.738.7271

This Note is secured by Deed of Trust of even date herewith which contains, among others, the following "Due on Sale" clause:

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.

/s/Anthony Miller
ANTHONY MILLER

/s/Benita Miller
BENITA MILLER

NOW, THEREFORE, the Trustors, for the purpose of securing the payment of the Promissory Note, and also the payment of all monies herein agreed or provided to be paid by the Trustors, or which may be paid out or advanced by the Beneficiaries or Trustee under the provisions of this instrument, with interest in each case, do hereby grant, bargain, sell, convey and confirm unto the Trustee all of the right, title and interest, claim and demand, as well in law as in equity, which the Trustors may now have or may hereafter acquire of, in or to the following described real property situate in the County of Eureka, State of Nevada, and being more particularly described as follows, to-wit:

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

Parcel 1 as shown on that certain Parcel Map for Luke G. Yoder and Bonnitta Yoder filed in the office of the County Recorder of Eureka County, State of Nevada, on March 3, 2014, as File No. 227020, being a portion of the W1/2 of Section 35, Township 21 North, Range 53 East, M.D.B.&M..

EXCEPTING THEREFROM all the oil and gas in the land so patented as reserved by the United States of America in Patent recorded June 17, 1964, in Book 4, Page 255, Official Records of Eureka County, Nevada.

TOGETHER WITH all improvements situate thereon, or which are placed thereon during the life of this Deed of Trust.

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

APN: 007-210-43

830 6th Street, Eureka, Nevada 89316

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.

This Deed of Trust also secures payment for further sums and the Promissory Notes evidencing the same, together with interest as shall be provided for therein, as may hereafter be loaned or advanced by Beneficiaries to the Trustors.

Trustors, in consideration of the premises, hereby covenant and agree that neither the acceptance nor 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 nor a reconveyance made hereunder operate as a waiver of any such other security now held or hereafter acquired.

The Trustors expressly covenant and agree at all times during the term hereof, and with respect to the land herein described, and all buildings and other improvements now or hereafter located or placed thereon:

- A. To properly care for and maintain the same in their present condition, order and repair, ordinary and reasonable wear and tear excepted;

