

APN: 002-049-08  
Escrow No. 20006718-ES

When Recorded Return to:  
David and Thea Shupe  
3012 Franduras Circle  
Oakley, Ca 94561

EUREKA COUNTY, NV      **2020-241993**  
Rec:\$37.00  
\$37.00      Pgs=3      **09/25/2020 11:07 AM**  
FIRST AMERICAN TITLE INSURANCE COMPANY  
LISA HOEHNE, CLERK RECORDER

2597331

SPACE ABOVE FOR RECORDERS USE

### DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 11<sup>th</sup> day of September, 2020 between Michael Dean Kersey, an unmarried man, TRUSTOR, whose address is 882 Eighth Street, Crescent Valley, NV 89821, FIRST CENTENNIAL TITLE COMPANY OF NEVADA, TRUSTEE, and David L. Shupe and Thea B. Shupe husband and wife as community property with right of survivorship BENEFICIARY, whose address is 3012 Franduras Circle, Oakley, CA 94561, WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the County of Eureka, State of NEVADA described as:

Legal Description is attached hereto and made a part hereof.

IN THE EVENT THE HEREIN DESCRIBED PROPERTY, OR ANY PORTION THEREOF, OR ANY INTEREST THEREIN, IS SOLD, AGREED TO BE SOLD, CONVEYED OR ALIENATED, BY THE TRUSTOR, OR BY THE OPERATION OF LAW OR OTHERWISE, ALL OBLIGATIONS SECURED BY THIS INSTRUMENT, IRRESPECTIVE OF THE MATURITY DATES EXPRESSED THEREIN, AT THE OPTION OF THE HOLDER HEREOF AND WITHOUT DEMAND OR NOTICE SHALL IMMEDIATELY BECOME DUE AND PAYABLE.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority herein after given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of the sum of \$60,000.00 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; and (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious Deed of Trust recorded in the office of each County Recorder in the State of Nevada on January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county: namely:

COUNTY	BOOK	PAGE	DOC. NO
Churchill	39 Mortgages	363	115384
Clark	850 Off. Rec.		682747
Douglas	57 Off. Rec.	115	40050
Elko	92 Off. Rec.	652	35747
Esmeralda	3-X Deeds	195	35922
Eureka	22 Off. Rec.	138	45941
Humboldt	28 Off. Rec.	124	131075
Lander	24 Off. Rec.	168	50782
Lincoln			45902
Lyon	37 Off. Rec.	341	100661
Mineral	11 Off. Rec.	129	89073
Nye	105 Off. Rec.	107	04823
Ormsby	72 Off. Rec.	249	32867
Pershing	11 Off. Rec.	249	66107
Storey	"S" Mortgages	206	31506
Washoe	300 Off. Rec.	517	107192
White Pine	295 R.E. Records	258	

shall inure to and bind the parties hereto, with respect to the property above described. Said agreement, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may change for a statement regarding the obligations secured hereby, provided the charge therefore does not exceed a reasonable amount.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address above set forth.

Signature of Trustor

*Michael Dean Kersey*  
 Michael Dean Kersey

STATE OF NEVADA

COUNTY OF ELKO

This instrument was acknowledged before me on this 11 day of September, 2020, by Michael Dean Kersey.

*[Signature]*  
 Notary Public

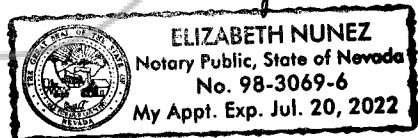


Exhibit "A"

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

ALL THAT CERTAIN REAL PROPERTY SITUATE WITHIN THE WEST 1/2 OF SECTION 4 AND EAST 1/2 OF SECTION 5, TOWNSHIP 29 NORTH, RANGE 48 EAST, M.D.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 8, BLOCK 36, AS SHOWN ON THAT MAP ENTITLED "CRESCENT VALLEY RANCH & FARMS, UNIT NO. 1", FILED FOR RECORD APRIL 6, 1959, OFFICIAL RECORDS OF EUREKA COUNTY, STATE OF NEVADA, FILE NO. 34081, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY OF EIGHTH STREET;

THENCE ALONG SAID RIGHT OF WAY SOUTH  $89^{\circ}30'30''$  WEST, A DISTANCE OF 361.76 FEET TO THE SOUTHWEST CORNER OF LOT 8, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 7 OF SAID MAP;

THENCE NORTH  $00^{\circ}20'47''$  WEST, A DISTANCE OF 348.62 FEET ALONG THE PROPERTY LINE OF SAID LOTS 7 AND 8 TO THE NORTHWEST CORNER OF LOT 8, WHICH IS ALSO THE COMMON CORNER OF LOTS 7, 2 AND 1;

THENCE ALONG THE PROPERTY LINE BETWEEN LOT 8 AND LOT 1, NORTH  $89^{\circ}39'13''$  EAST, A DISTANCE OF 508.94 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF AIRPORT AVENUE;

THENCE ALONG SAID WESTERLY RIGHT OF WAY SOUTH  $00^{\circ}11'17''$  EAST, A DISTANCE OF 347.34 FEET TO ON THE NORTHERLY RIGHT OF WAY OF EIGHT STREET;

THENCE ALONG SAID NORTHERLY RIGHT OF WAY SOUTH  $89^{\circ}30'30''$  WEST, A DISTANCE OF 146.22 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUND DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED SEPTEMBER 14, 2016, IN BOOK 595, PAGE 360, AS INSTRUMENT NO. 231936.