

APN 007-380-38

Mail Tax Statements to Grantee:  
Jessica L. Moore and Steven Wisdom  
P.O. Box 873  
Eureka, Nevada 89316

When Recorded Return to:  
GERBER LAW OFFICES, LLP  
491 4th Street  
Elko, Nevada 89801

EUREKA COUNTY, NV  
Rec:\$37.00  
\$37.00 Pgs=6  
STEWART TITLE ELKO  
LISA HOEHNE, CLERK RECORDER

**2021-245220**  
06/23/2021 09:06 AM

**DEED OF TRUST**

THIS DEED OF TRUST, made this 14 day of April, 2021, by and between, JESSICA L. MOORE and STEVEN WISDOM, husband and wife as joint tenants, hereinafter referred to as Grantors, STEWART TITLE COMPANY, hereinafter referred to as Trustee, and DONALD L. HULL, Trustee of the DONALD L. and M. VALAIRE HULL FAMILY REVOCABLE TRUST, dated January 13, 2011, hereinafter referred to as Beneficiary.

**WITNESSETH:**

That Grantor hereby grants, transfers and assigns to the Trustee, with power of sale, all of the following described real property situate in the County of Eureka, State of Nevada, more particularly described as follows:

A parcel of land being a portion of Lot 2 of Parcel 1 as shown on that certain Parcel Map for William G. Oliver recorded in the Official Records of Eureka County September 20, 1983 as File No. 89171, situate within U.S. Government Lot 16, Section 29, Township 20 North, Range 53 East, M.D.B.&M., more particularly described as follows:

Lot 1 of that certain Parcel Map for Jerry and Edward Anderson recorded October 1, 1984 in the Office of the County Recorder of Eureka County, Nevada, as File No. 96027, Eureka County, Nevada records.

EXCEPTING AND RESERVING, also, to the United States all the oil and gas in the land so patented, and to it or persons authorized by it, the right to prospect for, mine and remove such deposits from the same upon compliance with the

conditions and subject to the provisions and limitations of the Act of July 17, 1914, (38 Stat. 509), as reserved in the U.S. Patent recorded March 21, 1966 in Book 10 of Official Records, page 205 as File No. 41830, Eureka County, Nevada records.

TOGETHER WITH the 1990 KIT Royal Oaks manufactured home, Serial No. R9079E19SN11927AB, situate on the above-described Property, recorded in Eureka County, Nevada, as File No. MH000579

TOGETHER WITH all buildings and improvements thereon.

SUBJECT TO: All taxes and other assessments, reservations, exceptions, and all easements, rights of way, liens, leases, contracts, surveys, covenants, conditions and restrictions, as may appear of record.

TO HAVE AND TO HOLD the same unto said Trustee and its successors, to secure the performance of the following obligations, and payment of the following debts:

ONE: Payment of an indebtedness evidenced by a certain Promissory Note dated on or about April 15, 2021, in the principal amount of \$74,000.00, with expenses, attorney fees and other payments therein provided, executed and delivered by the Grantor payable to the Beneficiary or order, and any and all extensions or renewals thereof.

TWO: Payment of such additional amounts as may be hereafter loaned by the Beneficiary to the Grantor, or any successor in interest of the Grantor, with expenses and attorney fees, and any other indebtedness or obligation of the Grantor to the Beneficiary.

THREE: Payment of all other sums with interest thereon becoming due or payable under the provisions hereof to either Trustee or Beneficiary.

FOUR: Payment, performance and discharge of each and every obligation, covenant, promise and agreement of Grantor herein or in said note contained and of all renewals, extensions, revisions and amendments of the above described notes and any other indebtedness or obligation secured hereby.

To protect the security of this Deed of Trust, it is agreed as follows:

1. The Beneficiary has the right to record notice that this Deed of Trust is

security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations of the Grantor for which the Beneficiary may claim this Deed of Trust as security.

2. The Grantor shall keep the property herein described in good condition, order and repair; shall not remove, demolish, neglect, or damage any buildings, fixtures, improvements or landscaping thereon or hereafter placed or constructed thereon; shall not commit or permit any waste or deterioration of the land, buildings, and improvements; and shall not do nor permit to be done anything which shall impair, lessen, diminish or deplete the security hereby given.

3. Grantor shall be obligated to pay all taxes and encumbrances on the property and the Beneficiary shall have the right, but not the duty, to pay any such obligations. The Grantor shall keep the property insured with a policy in the amount of at least \$74,000.00 and shall be made payable in case of loss to Beneficiary. The Beneficiary or Trustee may intervene in any lawsuit or action regarding a claim against the property. Any amounts due and owing under this Deed of Trust by Beneficiary that are unpaid, shall bear an interest rate of 3%. After Grantor has made all payments due hereunder and under the promissory note, the Trustee shall reconvey the property to the Grantor.

If there be any breach of this Deed of Trust, then the Trustee shall sell the property in accordance with the applicable laws governing Deeds of Trust, including the requirements of notice. The costs of any such sale, including reasonable attorney fees, shall be paid. The Beneficiary shall be allowed to appoint another Trustee or Trustees from time to time.

4. All payments secured hereby shall be paid in lawful money of the United States of America.

5. The Beneficiary and any persons authorized by the Beneficiary shall have the right to enter upon and inspect the premises at all reasonable times.

6. In case of condemnation of the property subject hereto, or any part thereof, by paramount authority, all of any condemnation award to which the Grantor shall be entitled less costs and expenses of litigation, is hereby assigned by the Grantor to the Beneficiary, who is hereby authorized to receive and receipt for the same and apply such proceeds as received, toward the payment of the indebtedness hereby secured, whether due or not.

7. If default be made in the performance or payment of the obligation, note or debt secured hereby or in the performance of any of the terms, conditions and covenants of this Deed of Trust, or the payment of any sum or obligation to be paid hereunder, or upon the occurrence of any act or event of default hereunder, and such default is not cured within thirty-five (35) days after written notice of default and of election to sell said property given in the manner provided by applicable law as in effect on the date of this Deed of Trust, Beneficiary may declare all notes, debts and sums secured hereby or payable hereunder immediately due and payable although the date of maturity has not yet arrived.

8. The Promissory Note secured by this Deed of Trust is made a part hereof as if fully herein set out.

9. The commencement of any proceeding under the bankruptcy or insolvency laws by or against the Grantor or the maker of the note secured hereby; or the appointment of receiver for any of the assets of the Grantor hereof or the maker of the note secured hereby, or the making by the Grantor or the maker of the Note secured hereby of a general assignment for the benefit of creditors, shall constitute a default under this Deed of Trust.

10. 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.

11. 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 Grantor hereunder shall be joint and several. The word "Grantor" 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.

12. The Grantors hereof shall not sell, transfer, convey, or alienate the subject property described in this Deed of Trust or any portion thereof, unless: (1) full payment is made of the Promissory Note and all other payments secured hereby, or, (2) the Beneficiary herein gives prior written consent.

**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**



On this 14<sup>th</sup> day of April, 2021, personally appeared before me, a Notary Public, STEVEN WISDOM, who acknowledged to me that he executed the foregoing instrument.

*Diane D. Podborny*  
NOTARY PUBLIC



COPY