EUREKA COUNTY, NV LAND-DOT Rec:\$37.00 Total:\$37.00

2022-248742 09/02/2022 02:06 PM

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LEO J. & DONNA RAE HARRER

Assessor's Parcel No. 005-240-36

MAIL RECORDED DOCUMENT TO:

Leo J. and Donna Rae Harrer P.O. Box 16 Orovada, Nevada 89425 00016484202202487420020021

KATHERINE J. BOWLING, CLERK RECORDER

## **DEED OF TRUST**

THIS DEED OF TRUST, made this 31st day of August, A. D. 2022, between DERREL MUIR and KIMBERLY MUIR, husband and wife as joint tenants with right of survivorship, whose address is 3024 Crescent Avenue, Crescent Valley, Nevada 89821, herein after called Trustor, and LEO J. HARRER and DONNA RAE HARRER, husband and wife as joint tenants with right of survivorship, whose address is P.O. Box 16, Orovada, Nevada 89425, hereinafter called Beneficiary and Trustee: it being understood that words used herein in any gender include all other genders, and singular numbers include the plural and plural the singular,

## WITNESSETH:

WHEREAS, Trustor is indebted to Beneficiary in the sum of ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000.00), and has agreed to pay the same according to the terms of a certain Promissory Note of even date herewith, executed and delivered therefore by Trustor to Beneficiary;

NOW, THEREFORE, Trustor conveys unto Trustee for the purpose of securing the payment of said Promissory Note and principal, and other amounts set forth therein, and also of all other monies herein agreed or provided to be paid by Trustor, or which may be paid out or advanced by Beneficiary or Trustee, all that certain real property situated, lying and being in the County of Eureka, State of Nevada, and particularly described as follows, to-wit:

Parcel No. 1 of that certain Parcel Map filed in the office of the County Recorder, Eureka County, Nevada, on December 12, 1996, as Map No. 165367, Official Records, for JEANNETTE HILL JAMES, said parcel being a portion of Section 33, T30N, R48E, M.D.B.&M. 13.080 Acres + or -

Assessor's Parcel No. 005-240-36

This Deed of Trust will be security for payment in lawful money of the United States of America of any and all monies that may hereafter become due and payable from Trustor to Beneficiary for any cause whatsoever, and shall also be security for any and all renewals of the debts of the Trustor to Beneficiary, howsoever evidenced.

The following covenants, Numbers One; Two, an amount to, at the minimum, cover the equitable interests of the Beneficiary; Three; Four, interest at the rate of 7.0%; Five; Six; Seven, a reasonable percent; Eight; and Nine of Nevada Revised Statutes, Section 107.030 are hereby adopted and made a part of this Deed of Trust.

If Trustor, or any successor in interest to Trustor, shall sell, convey, alienate or contract to sell, convey or alienate said property or any part thereof, or any interest therein, or shall be divested of the title, in any manner or any way, either voluntarily or involuntarily, any indebtedness or obligation secured hereby at the option of the holder or holders hereof, without demand or notice, shall immediately become due and payable although the time of maturity as expressed therein shall not have arrived, unless this provision is waived in writing by Beneficiary. Consent to one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions.

IN WITNESS WHEREOF, Trustor has executed these presents the day and year first above written.

DERREL MULR

KIMBERIAY<sup>)</sup>MUIR

STATE OF NEVADA,

:ss.

)

COUNTY OF HUMBOLDT.)

This instrument was acknowledged before me on March 3, 2022, by DERREL MUIR and KIMBERLY MUIR.

BRENDEN M. DOYLE

Notary Public, State of Nevada

Appointment No. 13-11320-9

My Appt. Expires Aug 7, 2025

NOTARY PUBLIC