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Recording requested by:

When recorded mail to:

Reno, NV 895__

Assessor's Parcel Number: _____ Space above this line for recorder's use

DEED OF TRUST

THIS DEED OF TRUST is made as of the __th day of _____, 201??, by and between, _____, Trustor, whose address is _____.

First American Title Company of Nevada, Trustee, and _____,

Beneficiary, whose address is _____, _____ Reno, NV 895???

WITNESSETH:

Trustor does hereby grant, bargain, sell and convey unto Trustee, in trust, with power of sale, all that certain real property situate in the County of Washoe, State of Nevada, and is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference;

TOGETHER WITH all easements and rights of way used in connection therewith or as a means of access thereto, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, all water rights and the reversion and reversions, remainder and remainders, rents, issues and profits thereof (all collectively referred to as the "Property");

TO HAVE AND TO HOLD the same unto the Trustee, its successors and assigns, for the purpose of securing:

- (1) Performance of each agreement of Trustor contained in this Deed of Trust;

1 (2) Payment of the indebtedness owed by Trustor to Beneficiary pur-
2 suant to that certain \$ _____ promissory note between Trustor
3 and Beneficiaries of even date herewith, all such indebtedness becomes
4 due and payable upon Trustor's breach thereof; and

5 (3) Payment of all other sums with interest thereon becoming due or
6 payable under the provisions of this Deed of Trust to either Trustee or to
7 Beneficiaries.

8 **Trustor further covenants and agrees as follows:**

9
10 1. Trustor shall pay when due all claims for labor performed and materials fur-
11 nished for any construction, alteration or repair on the Property, comply with all
12 laws affecting the Property or relating to any alterations or improvements that
13 may be made on it. Trustor shall not commit or permit waste on the Property and
14 shall not commit, suffer or permit any acts upon the Property in violation of any
15 law, covenant, condition or restriction affecting the Property. Trustor shall keep
16 the Property in good condition and repair and shall not remove or demolish any
17 building or other improvements on the Property. Trustor shall complete or restore
18 promptly and in good and workmanlike manner any building or other improve-
19 ments which may be constructed, damaged or destroyed on the Property.

20 2. Trustor shall provide, maintain and deliver to Beneficiaries fire insurance with
21 extended coverage endorsement insuring any and all improvements upon the Prop-
22 erty in a company satisfactory to Beneficiaries and to the beneficiary of any Deed
23 of Trust having priority to this Deed of Trust. The policies shall be payable, in case
24 of loss, to Beneficiaries and to the beneficiaries of deeds of trust having priority
25 to this Deed of Trust as their respective interests may appear. In default thereof,
26 Beneficiaries may procure such insurance and may pay and expend for premiums
27 for such insurance such sums of money as Beneficiaries may deem necessary. Such
28 insurance shall be written with replacement cost endorsement and shall be in the

1 amount of not less than the fair market value of the Property.

2 3. The following covenants, Nos. 1, 3, 4 (interest 8%), 5, 6, 7 (reasonable counsel
3 fees), 8 and 9 of Nevada Revised Statutes 107.030 are hereby adopted and made a
4 part of this Deed of Trust.

5 4. Should Trustor fail to make any payment or to do any act provided in this Deed
6 of Trust, then Beneficiary or Trustee, but without obligation so to do and without
7 notice to or demand upon Trustor and without releasing Trustor from any obliga-
8 tion hereof, may:

9 (a) make or do the same in such manner and to such extent as either
10 may deem necessary to protect the security of this Deed of Trust, Bene-
11 ficiary or Trustee being authorized to enter upon the Property for such
12 purposes;

13 (b) appear in and defend any action or proceeding purporting to affect
14 the security hereof or the rights or powers of Beneficiaries or Trustee;

15 (c) pay, purchase, contest or comprise any encumbrance, charge or lien
16 which in the judgment of either appears to be prior or superior to this
17 Deed of Trust; and

18 (d) in exercising any such power, pay necessary expenses, employ coun-
19 sel and pay his reasonable fees.

20 5. Trustor shall pay all reasonable costs, charges and expenses, including attorney
21 fees, reasonably incurred or paid at any time by the Beneficiaries, because of the
22 failure on the part of the Trustor to perform, comply with and abide by each and
23 every stipulation, agreement, condition and covenant of this Deed of Trust and any
24 promissory note or other obligation secured by this Deed of Trust.

25 6. Any award of damages in connection with any condemnation for public use of
26 or injury to the Property or any part thereof is hereby assigned and shall be paid
27 to Beneficiaries. The condemnation award shall be applied by the Beneficiaries to
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1 the indebtedness secured hereby in such order as the Beneficiaries may determine,
2 and when such indebtedness has been satisfied, the balance of such award shall be
3 released to the Trustor.

4 7. By accepting payment of any sum secured hereby after its due date, Beneficia-
5 ries do not waive the right either to require prompt payment when due of all other
6 sums so secured or to declare default for failure so to pay.

7 8. Trustor hereby assigns to the Trustee any and all rents, issues and profits of the
8 Property and hereby authorizes the Trustee, without waiving or affecting the right
9 to foreclosure or any other right hereunder, to take possession of the Property, or
10 any part thereof, and to rent the Property for the account of the Trustor and to sue
11 for or otherwise collect said rents, issues and profits, including those past due and
12 unpaid, and apply the same, less the cost and expenses of operation and collection,
13 including reasonable attorney fees, upon any indebtedness secured hereby, and in
14 such order as Beneficiaries may determine at Beneficiaries' sole discretion. How-
15 ever, Trustor reserves the license to, prior to any default by Trustor in the payment
16 of any indebtedness secured by this Deed of Trust, or in the performance of any
17 agreement herein or secured hereby, to collection and retain such rents, issues and
18 profits.

19 9. The entering upon and taking possession of the Property, the collection of such
20 rents, issues and profits, or the proceeds of fire and other insurance policies, or
21 compensation or awards for any taking or damage of the property, and the appli-
22 cation or release thereof as provided above, shall not cure or waive any default or
23 notice of default hereunder or invalidate any act done pursuant to such notice.

24 10. The lien of this instrument shall remain in full force and effect during any
25 postponement or extension of the time of repayment of the indebtedness or any
26 part thereof secured hereby. The Beneficiaries may, without notice to or consent of
27 Trustor, extend the time of payment or change any of the other terms and condi-
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1 tions of any indebtedness owed to Beneficiaries by any successor in interest of the
2 Trustor, without discharging the Trustor from any liability on any indebtedness
3 owed by Trustor to Beneficiaries or any liability or obligation of Trustor pursuant
4 to this Deed of Trust.

5 11. The rights and remedies hereby granted shall not exclude any other rights or
6 remedies granted by law, and all rights and remedies granted hereunder or permit-
7 ted by law shall be concurrent and cumulative.

8 12. Upon written request of Beneficiaries stating that all sums secured hereby
9 have been paid, and upon surrender of this Deed of Trust and the note or notes
10 secured hereby to the Trustee for cancellation and retention and upon payment of
11 its fees, the Trustee shall reconvey, without warranty, the property then held here-
12 under. The recitals in any reconveyance executed under this Deed of Trust or any
13 matters or facts therein shall be conclusive proof of the truthfulness thereof. The
14 grantee in such reconveyance may be described as the "person or persons legally
15 entitled thereto."

16 13. It is expressly agreed that the trusts created hereby are irrevocable by the
17 Trustor.

18 14. The benefits of the covenants, terms, conditions and agreements herein con-
19 tained shall accrue to, and the obligations hereof shall bind the heirs, represen-
20 tatives, successors and assigns of the parties hereto and the Beneficiary hereof.
21 Whenever used, the singular number shall include the plural, the plural the singu-
22 lar and the use of any gender shall include all other genders; and the term, "Benefi-
23 ciary" shall include any payee of the indebtedness hereby secured or any transferee
24 thereof, whether by operation of law or otherwise.

25 15. **Due on Sale.** If (x) Trustor shall be voluntarily, or involuntarily, divested
26 of title or possession of any of the Property, by merger or otherwise, or (y) shall
27 sell, convey, further encumber, or in any other manner voluntarily or involuntarily
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1 alienate any of its interest in any of the Property, or (z) if the owners of Trustor
2 sell or in any way transfer more than 50% of the ownership interest in Trustor to
3 any person or entity who or which is not an owner of Trustor as of the date of
4 this Deed of Trust or if Trustor or the owners of Trustor enter into an agreement
5 to do any of the foregoing, then, at the option of Beneficiaries, any indebtedness or
6 obligation secured hereby, irrespective of the maturity dates expressed in any notes
7 evidencing the same, shall immediately become due and payable. Consent to one
8 such transaction shall not be deemed to be a waiver of the right to require consent
9 to future or successive transactions.

10 16. Other Financing. Except for liens securing the obligations secured hereby,
11 Trustor will not create or permit to continue in existence any mortgage, pledge, en-
12 cumbrance, lien, or charge of any kind (including purchase money and conditional
13 sale liens) on any of the Property except for: (a) liens for taxes not yet delinquent,
14 and (b) any other liens or charges that are specifically approved in writing by Ben-
15 efiiciaries prior to their recordation. Any transaction in violation of this section will
16 cause all indebtedness evidenced by the Secured Obligations, irrespective of the
17 maturity dates, at the option of the holder and without demand or notice, to become
18 due immediately.

19 IN WITNESS WHEREOF, the Trustor has caused this Deed of Trust to be executed
20 as of the day and year first above written.

21 **THE UNDERSIGNED HEREBY AFFIRMS THAT THIS DOCUMENT SUB-**
22 **MITTED FOR RECORDING DOES NOT CONTAIN A SOCIAL SECURITY**
23 **NUMBER.**

24 TRUSTOR

25
26 **State of Nevada**
27 **County of Washoe**

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This instrument was acknowledged before me on _____, 201??, by
_____(name of Trustor).

Notarial Officer