

1 DS 16009-C DEED OF TRUST

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3 THIS DEED OF TRUST, made this 14th day of December,

4 1967, by and between NORMAN QUIGLEY and JOYCE QUIGLEY,

5 husband and wife,

6 Trustor, and NEVADA TITLE GUARANTY COMPANY, a corporation, Trustee

7 for DOROTHY BREEDING COY

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9 Beneficiary,

10 WITNESSETH:

11 That Trustor does hereby grant, bargain, sell, convey and
12 confirm unto Trustee in trust with power of sale, all that certain
13 property in the County of Douglas, State of Nevada, de-
14 scribed as follows, to-wit:

PARCEL ONE:

Lot 57 as shown on the official map entitled AMENDED PLAT OF THE ELKS SUBDIVISION LAKE TAHOE, NEVADA, filed in the office of the County Recorder of said County of Douglas, June 5, 1952.

EXCEPTING THEREFROM that portion conveyed to E. W. Miller, et ux, by Deed recorded September 28, 1956 in Book C-1 of Deeds Page 210, under Serial #11792, as follows:

Commencing at a point on the south line of Lot 57 as the same is laid down, delineated and numbered upon a certain map entitled "AMENDED PLAT OF THE ELKS SUBDIVISION LAKE TAHOE, NEVADA", filed in the office of the County Recorder of said County of Douglas, January 5, 1928; a distance of 10 feet Easterly from the Southwest corner of said Lot 57; thence in a Northwesterly direction to a point on the Lot line between Lots 56 and 57, a distance of 50 feet northerly from the Southwest corner of Lot 57; thence Southerly along the Lot line between lots 56 and 57, a distance of 50 feet to the Southwest corner of Lot 57; thence Easterly along the South line of Lot 57, a distance of 10 feet to the point of beginning.

PARCEL TWO:

Commencing at a point on the North line of Lot 56 as the same is laid down, delineated and numbered upon a certain map entitled "SECOND AMENDED PLAT OF THE ELKS SUBDIVISION LAKE TAHOE, NEVADA", filed in the office of the County Recorder of said County of Douglas, June 5, 1952, a distance of 10 feet Westerly from the Northeast corner of said Lot 56; thence in a Southeasterly direction to a point on the lot line between Lots 56 and 57, a distance of 50 feet Southerly from the Northeast corner of said Lot 56; thence Northerly along the Lot line between Lots 56 and 57, a distance of 50 feet to the Northeast corner of Lot 56; thence Westerly along the North line of Lot 56; a distance of 10 feet to the point of beginning.

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AND, ALSO all the estate, interest, homestead or other claim, as well in law as in equity, which said Trustor now has or may hereafter acquire in and to said property, 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 hereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

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

Payment of an indebtedness in the sum of \$ 7,000.00 ,

1 evidenced by a promissory note of even date herewith, with in-
2 terest thereon, according to the terms of said note, which note
3 by reference is hereby made a part hereof, executed by Trustor
4 and delivered to Beneficiary, and payable to the order of Bene-
5 ficiary, and any and all extensions or renewals thereof; payment
6 of such additional sums with interest thereon, as may be here-
7 after loaned by the Beneficiary to Trustor when evidenced by the
8 promissory note or notes of Trustor; payment of all other sums
9 with interest thereon becoming due and payable under the provi-
10 sions hereof to either Trustee or to Beneficiary, and the per-
11 formance and discharge of each and every obligation, covenant
12 and agreement of Trustor herein contained.

13 AND THIS INDENTURE FURTHER WITNESSETH:

14 FIRST: Trustor promises and agrees to pay when due all
15 claims for labor performed and materials furnished for any con-
16 struction, alteration or repair upon the above described prem-
17 ises; to comply with all laws affecting said property or relating
18 to any alterations or improvements that may be made thereon; not
19 to commit or permit waste thereon, not to commit, suffer or per-
20 mit any acts upon restriction affecting said property.

21 SECOND: Trustor agrees to provide, maintain and deliver
22 to Beneficiary fire, and if required, other insurance, including
23 extended coverage, insuring any and all improvements upon said
24 premises in a company satisfactory to and with loss payable to
25 Beneficiary and Trustor, as their respective interests may appear,
26 and in default thereof, Beneficiary may procure such insurance
27 and may pay and expend for premiums for such insurance such sums
28 of money as Beneficiary may deem necessary. Said insurance shall
29 be in an amount not less than \$ bare land.

30 THIRD: The following covenants Nos. 1, 3, 4, (interest
31 10%), 5, 6, 7 (counsel fees 10%), 8 and 9 of Nevada Revised
32 Statutes 107.030, are hereby adopted and made a part of this

1 deed of trust.

2 FOURTH: Trustor agrees to pay any deficiency arising from
3 any cause after application of the proceeds of the sale held in
4 accordance with the provisions of the covenants hereinabove adopt-
5 ed by reference.

6 FIFTH: The rights and remedies hereby granted shall not
7 exclude any other rights or remedies granted by law, and all
8 rights and remedies granted hereunder or permitted by law shall
9 be concurrent and cumulative.

10 SIXTH: All the provisions of this instrument shall inure
11 to, apply, and bind the heirs, executors, successors and assigns
12 of said Beneficiary and shall inure to, apply to, and bind the
13 legal representatives, successors and assigns of each of the
14 other parties hereto respectively. Whenever used, the singular
15 number shall include the plural, the plural the singular, and
16 the use of any gender shall include all other genders.

17 SEVENTH: Trustor hereby assigns to the Trustee any and
18 all rents of the above described premises and hereby authorizes
19 Trustee, without waiving or affecting the right of foreclosure
20 or any other right hereunder, to take possession of the premises
21 at any time after there is a default in the payments of said
22 debt or in the performance of any of the obligations herein con-
23 tained, and to rent the premises for the account of Trustor.

24 EIGHTH: It is hereby expressly agreed that the trust
25 created hereby is irrevocable by Trustor.

26 NINTH: This deed of trust is executed by Trustor and
27 accepted by Beneficiary with the understanding and upon the ex-
28 press condition that if Trustor should make default in the per-
29 formance of any of the covenants and agreement herein set forth,
30 then and in that event the full amount of the principal indebt-
31 edness secured hereby shall forthwith be and become wholly due
32 and payable, notwithstanding the fact that the same would not

1 otherwise be due according to the terms of the promissory note
 2 secured hereby, and further, that the relationship of landlord
 3 and tenant shall exist as between the purchaser of the real prop-
 4 erty covered hereby upon foreclosure proceedings, and Trustor
 5 and his successors in interest may be removed therefrom by unlaw-
 6 ful detainer proceedings in the event possession of said real
 7 property shall not be voluntarily surrendered to such purchaser.

8 Norman Quigley
 9 Norman Quigley

10 Joyce Quigley
 11 Joyce Quigley

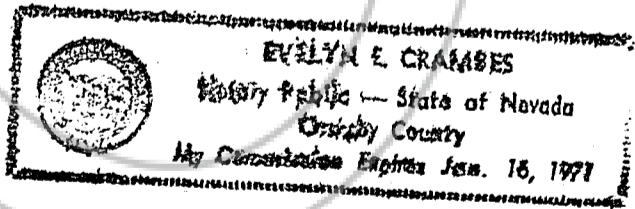
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 16 STATE OF Nevada)
 17 COUNTY OF Douglas) : ss.

18 On this 15th day of December, 1970, person-
 19 ally appeared before me, a Notary Public in and for said County
 and State, Norman Quigley & Joyce Quigley

20 known to me to be the persons described in and who executed
 21 the foregoing instrument, and _____ duly acknowledged to me
 22 that they executed the same freely and voluntarily and for
 the uses and purposes therein mentioned.

23 IN WITNESS WHEREOF, I have hereunto set my hand and affixed
 24 my official seal at my office the day and year in this certifi-
 cate first above written.

25 Evelyn E. Craikes
 26 NOTARY PUBLIC



31 Recorded at Request of NEVADA TITLE GUARANTY CO.
 32 On Dec. 21, 1970 At 07 Min. Past 1 P.M.
 Official Records of Douglas County, Nevada. Fee 7.00
 Ethel N. Schacht, Recorder. By Ethel N. Schacht