

REQUESTED BY  
*Howard D. Mc Kibben*  
IN OFFICIAL RECORDS OF  
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DOUGLAS CO. NEV.  
PATRICIA J. STANLEY  
RECORDER  
*Patricia Stanley*  
*deputy*

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DEED OF TRUST

THIS DEED OF TRUST, made this 9<sup>th</sup> day of March, 1976, by and between NANCY ARDEN, Trustor, and SILVER STATE TITLE CO., Trustee for JOHN R. ARDEN, Beneficiary,

W I T N E S S E T H:

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

Lot 25, as shown on the Map of Topaz Ranch Estates Unit #3, filed in the office of the Recorder of Douglas County, Nevada, on March 1, 1969, as Document #44091, commonly known as 3755 Topaz Ranch Drive, Wellington, Nevada.

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 any-wise 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 \$6,387.50 evidenced by an Agreement dated March 5, 1976, between Nancy Arden and John R. Arden, according to the terms of said Agreement, which Agreement by reference is hereby made a part hereof;

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AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: Trustor promises and agrees to pay when due all claims for labor performed and materials furnished for any construction, alteration or repair upon the above described premises; to comply with all laws affecting said property or relating to any alterations or improvements that may be made thereon; not to commit or permit waste thereon, not to commit, suffer or permit any acts upon restriction affecting said property.

SECOND: Trustor agrees to provide, maintain and deliver to Beneficiary, fire, and if required, other insurance, including extended coverage, insuring any and all improvements upon said premises in a company satisfactory to and with loss payable to Beneficiary and Trustor, as their respective interests may appear, and in default thereof, Beneficiary may procure such insurance and may pay and expend for premiums for such insurance such sums of money as Beneficiary may deem necessary. Said insurance shall be in an amount not less than \$ 6,387.50.

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

FOURTH: Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

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

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

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

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

NINTH: This deed of trust is executed by Trustor and accepted by Beneficiary with the understanding and upon the express condition that if Trustor should make default in the performance of any of the covenants and agreement herein set forth, then and in that event the full amount of the principal

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indebtedness secured hereby shall forthwith be and become wholly due and payable, notwithstanding the fact that the same would not otherwise be due according to the terms of the promissory note secured hereby, and further, that the relationship of landlord and tenant shall exist as between the purchaser of the real property covered hereby upon foreclosure proceedings, and Trustor and his successors in interest may be removed therefrom by unlawful detainer proceedings in the event possession of said real property shall not be voluntarily surrendered to such purchaser.

Nancy J. Arden  
NANCY ARDEN


STATE OF NEVADA )  
COUNTY OF DOUGLAS ) ss.

On this 9th day of March, 19 76, personally appeared before me, a Notary Public in and for said County and State, NANCY ARDEN

known to me to be the person described in and who executed the foregoing instrument, and she duly acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

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

Lois Storke  
NOTARY PUBLIC

 LOIS STORKE  
Notary Public — State of Nevada  
Douglas County  
My Commission Expires Dec. 17, 1978

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A G R E E M E N T

THIS AGREEMENT, made and entered into this 5th day of March, 1976, by and between NANCY ARDEN, hereinafter referred to as "wife" and JOHN R. ARDEN, hereinafter referred to as "husband",

W I T N E S S E T H:

WHEREAS, the parties hereto were married and have been and now are husband and wife; and

WHEREAS, disputes and unhappy differences have arisen between the parties hereto by reason whereof they have been and now are living separate and apart; and

WHEREAS, there are two minor children born the issue of the marriage, namely, THOMAS R. ARDEN, born March 28, 1969, and CASEY ARDEN, born October 10, 1970; and

WHEREAS, the parties mutually desire to adjust, settle and determine their respective property rights, child custody rights and support of their children, as well as the financial obligations of each to the other,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreement herein contained, said parties have agreed, and do hereby agree as follows, to-wit:

1. Each of the parties hereto shall be entitled to keep and retain as his or her separate property all of his or her clothing, jewelry, wearing apparel and articles of personal property; and each party hereby assigns, transfers, relinquishes and surrenders to the other any and all of his or her right, title and interest of every kind and character in and to any and all such property.

2. The wife shall have the care, custody and control of the minor children of the parties, namely, THOMAS R. ARDEN and CASEY ARDEN, with husband to be allowed all reasonable rights of visitation. Husband shall be responsible for payment of child support

1 in the following manner: ONE HUNDRED AND NO/100 DOLLARS (\$100.00)  
2 per month, per child. The said child support payments shall  
3 commence on the 15th day of March, 1976, and continue on the 15th  
4 day of each month thereafter in accordance with the terms herein,  
5 until the children reach the age of 18 or become emancipated.  
6 Husband shall provide major health and accident coverage for the  
7 children throughout the child support period. Husband and Wife  
8 shall be jointly responsible for payment of medical bills attribu-  
9 table to the allergy condition of the minor child, CASEY ARDEN.

10 In addition to the above and foregoing, but subject to the  
11 rules and regulations of the Internal Revenue Service, Wife shall  
12 be entitled to claim the child, CASEY ARDEN, with Husband to be  
13 entitled to claim the child, THOMAS R. ARDEN, in a likewise fashion.

14 3. Wife shall be entitled to retain as her sole and separate  
15 property that certain 1971 Mercury automobile, together with all  
16 the household goods and furniture and furnishings located in the  
17 home of the parties at 3755 Topaz Ranch Drive, Wellington, Nevada.  
18 Wife shall be obligated for all liabilities associated with Wife's  
19 fabric shop, said liabilities are in the approximate sum of  
20 \$2,235.00, and shall hold Husband free and harmless from any and  
21 all such obligations.

22 4. Husband shall retain as his sole and separate property  
23 the 1972 Chevrolet pickup truck, any household goods and  
24 furnishings in Husband's possession, Lot 119 in Topaz Ranch Estates  
25 and any interest of the parties in and to the Topaz Water Company.  
26 Husband shall be responsible for assuming and discharging any  
27 obligation owing to the Internal Revenue Service and any obliga-  
28 tion owing to the Topaz Water Company and shall hold Wife free and  
29 harmless from any such obligations.

30 5. It is agreed that Husband shall quitclaim his interest  
31 in the property of the parties located at 3755 Topaz Ranch Drive,  
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1 Wellington, Nevada, to Wife. It is agreed that Wife will be  
2 responsible for all payment of taxes and insurance and other  
3 encumbrances or obligations associated with the property and  
4 Wife shall provide Husband with proof that such payments are  
5 current. It is further agreed that Wife shall be entitled to have  
6 the total and exclusive use of the property until such time as  
7 Wife shall remarry or jointly occupy the premises with a male  
8 individual, living with said individual as man and wife, without  
9 benefit of ceremony, or when the children attain the age of 18,  
10 or Wife sells or vacates the property. In consideration of the  
11 foregoing, it is agreed that Wife shall pay to Husband the sum of  
12 \$6,387.50 representing his interest in said real property. This  
13 obligation shall be secured by a Deed of Trust on the above  
14 described property executed by Wife in favor of Husband. Should  
15 Wife secure a sale of the property, Husband is paid the net sum  
16 of \$6,387.50 from the escrow. Should Wife remarry or jointly  
17 occupy the premises with a male individual, living with said  
18 individual as man and wife, without benefit of ceremony, or children  
19 attain the age of 18, or Wife vacates the property, then and in that  
20 event, Husband shall be entitled to payment of his interest as  
21 hereinabove referenced within six months of the date of said  
22 event. The above described Deed of Trust shall secure payment of  
23 the foregoing sum to Husband by Wife in accordance with the above  
24 described conditions and in the event payment is not made as above  
25 set forth, Husband shall be entitled to foreclose on the Deed of  
26 Trust and shall be entitled to immediately occupy the property.

27 Husband agrees to pay to Wife the sum of \$500.00 upon  
28 execution of this Agreement.

29 7. In consideration of the covenants and agreements herein,  
30 Wife agrees to waive all right or entitlement she may have, both  
31 now and in the future to alimony or husband's retirement benefits,  
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1 and to the same effect, Husband waives any right or entitlement  
2 he may have in Wife's retirement benefits.

3 8. The parties hereto covenant and agree that there are  
4 no obligations owed to creditors other than the obligations refer-  
5 enced herein, and further covenant and agree that each party is to  
6 assume those obligations related to the properties set aside to his  
7 or her benefit and hold the other party free and harmless from  
8 any claims on said obligations. The parties further agree that they  
9 have made a complete disclosure of all assets, both community and  
10 otherwise, and further agree to execute all documents necessary  
11 to effectuate the terms in furtherance of this agreement. Should  
12 any obligations be found to exist other than those named herein,  
13 then said obligations shall be the sole responsibility of the party  
14 incurring said obligation. Additionally, any property not speci-  
15 fically referenced in this agreement found to exist shall be the  
16 sole and separate property of the party having possession of same  
17 with the understanding that full and complete disclosure as to its  
18 existence was made and within the scope of the other party.

19 9. In the event that either party applies for a divorce  
20 against the other, this agreement shall constitute a full and  
21 complete settlement of the property rights in such divorce action,  
22 and neither party of any divorce action that may be processed  
23 shall have the right to obtain any part of the property of the  
24 other.

25 10. This agreement may be submitted to the Court for  
26 approval by either of the parties hereto in connection with any  
27 divorce action which may hereafter be brought by either of said  
28 parties against the other, and may be incorporated in and made a  
29 part of any Judgment or Decree rendered in such action.

30 11. This agreement shall be binding upon and shall inure to  
31 the benefit of the heirs, executors, administrators, and assigns  
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1 of the respective parties hereto.

2 IN WITNESS WHEREOF, the parties have hereunto set their  
3 hands the day and year first above written.

4  
5 Nancy J. Arden  
6 NANCY ARDEN

7  
8 John Arden  
9 JOHN ARDEN

9 STATE OF NEVADA )  
10 County of Douglas ) ss.

11 On this 5 day of MARCH, 1976, personally appear-  
12 ed before me, a Notary Public in and for the County and State,  
13 NANCY ARDEN, known to me to be the person described in and who  
14 executed the foregoing instrument, and who duly acknowledged to  
15 me that she executed the same freely and voluntarily and for the  
16 uses and purposes herein mentioned.

17 IN WITNESS WHEREOF, I have hereunto set my hand and affixed  
18 my official seal, the day and year in this certificate first  
19 above written.

20 Michael R. Griffin  
21 NOTARY PUBLIC



22  
23 STATE OF NEVADA )  
24 County of Douglas ) ss.

25 On this 5 day of March, 1976, personally appeared  
26 before me, a Notary Public in and for the above County and State,  
27 JOHN R. ARDEN, known to me to be the person described in and who  
28 executed the foregoing instrument, and who duly acknowledged to me  
29 that he executed the same freely and voluntarily and for the uses  
30 and purposes herein mentioned.

31 IN WITNESS WHEREOF, I have hereunto set my hand and affixed  
32 my official seal, the day and year in this certificate first  
above written.



LOIS STORKE  
Notary Public — State of Nevada  
Douglas County  
My Commission Expires Dec. 17, 1978

Lois Storke  
Notary Public

HOWARD D. MC KIBBEN  
ATTORNEY AT LAW  
DOUGLAS COUNTY  
COURTHOUSE  
POST OFFICE BOX 307  
MINDEN, NEVADA 89423