13-1039388

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LAXALT, BERRY
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DZ N. DIVISION STREET

DEED OF TRUST

THIS DEED OF TRUST, made this <u>Al</u> day of <u>December</u>, 1977, by and between DANIEL J. HUDDY and ELLEN R. HUDDY, husband and wife, of 1410 South Riverview Drive, Gardnerville, Nevada, trustors, to TITLE INSURANCE AND TRUST COMPANY, a corporation, trustee, for ALFRED KNOOP and DORIS KNOOP, husband and wife, as joint tenants with the right of survivorship, of 645 La Rue, Reno, Nevada, beneficiaries,

WITNESSETH:

That the trustors do hereby grant, bargain, sell and convey unto the trustee in trust with power of sale all that certain property situate in Douglas County, Nevada, more particularly described as follows:

(See Exhibit "A" attached hereto and incorporated herein by reference.)

AND ALSO, all the estate, interest, homestead and other claim, in law and in equity, which the trustors now have or may hereafter acquire in and to said property.

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion, reversions, remainders, rents, issues and profits thereof.

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

FIRST: Payment of an indebtedness in the sum of \$11,500.00 evidenced by a promissory note of even date herewith,

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with interest thereon, according to the terms of said note, which note is by reference made a part hereof, executed by the trustors, delivered to beneficiaries, and payable to the order of beneficiaries, and any and all modifications, extensions and renewals thereof.

SECOND: Payment of such additional sums with interest thereon as may be hereafter loaned by beneficiaries to trustors as additional advances under this deed of trust by the promissory note or notes of trustors, and payment of any monies advanced or paid out by beneficiaries or by the trustee to or for trustors pursuant to the provisions of this deed of trust, and payment of all other indebtedness of the trustors to the beneficiaries or to the trustee which may exist or be contracted for during the life of this instrument, with interest, and also as security for the payment and performance of every obligation, covenant, promise or agreement contained herein or contained in any promissory note or notes secured hereby.

THIRD: The expenses and costs incurred or paid by beneficiaries or trustee in preservation or enforcement of the rights and remedies of beneficiaries and the duties and liabilities of trustors hereunder, including, but not limited to, attorney's fees, court costs, witnesses' fees, expert witnesses' fees, collection costs, and costs and expenses paid by beneficiaries or trustee in performing for trustors' account any obligations of trustors or to collect the rents or prevent waste.

AND THIS INDENTURE FURTHER WITNESSETH:

1. Trustors promise and agree to pay when due all claims for labor performed and materials furnished for any construction, alteration or repair upon the above-described premises and shall not permit said claims to become a lien upon the premises; to comply with all laws affecting said property

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or relating to any alterations or improvements that may be made thereon and not to commit or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting said property.

- Trustors covenant to keep all buildings that may 2. now or at any time be on said property during the continuance of this trust in good repair and insured against loss by fire, with extended coverage endorsement, for full insurable value in a company or companies authorized to issue such insurance in the State of Nevada, and as may be approved by beneficiaries naming beneficiaries and trustors as insureds, as their interest may appear, and to deliver the policy to beneficiaries or to collection agent of beneficiaries and in default thereof, beneficiaries may procure such insurance and/or make such repairs and expend for either of such purposes, such sum or sums as beneficiaries may deem proper, any such advance for repairs or insurance to be deemed secured hereby.
- Trustors promise and agree that if default be made in the payment when due of any installment of principal or interest, or obligation, in accordance with the terms of any note secured hereby, or in the performance of any of the covenants, promises or agreements contained herein; or if default be made in the payment of any installment of principal or interest, or obligation, in accordance with the terms of any note or notes secured by a deed of trust having priority over this deed of trust, or in the performance of any of the covenants, promises or agreements contained in said prior deed of trust; or if the trustors become insolvent or make a general assignment for the benefit of creditors; or if a petition in bankruptcy is filed by or against the trustors; then upon the happening of any of such events, the beneficiaries, at their option may declare all promissory notes, sums and obligations secured

hereby immediately due and payable without demand or notice, irrespective of the maturity dates expressed therein, and beneficiaries or trustee may record a notice of such breach or default and elect to cause said property to be sold to satisfy the indebtedness and obligations secured hereby.

- The following covenants, Nos. 1, 3, 4 (interest 4. 10%), 5, 6, 7 (counsel fees 10%), 8 and 9 of NRS 107.030, when not inconsistent with covenants and provisions contained herein, are hereby adopted and made a part of this deed of trust.
- 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.
- 6. The benefits of the covenants, terms, conditions and agreements herein contained shall accrue to, and the obligations thereof shall bind the heirs, representatives, successors and assigns of the parties hereto and the beneficiaries hereof. Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all other genders, and the term "beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.
- The trusts created hereby are irrevocable by the trustors.

IN WITNESS WHEREOF, the trustors have executed this deed of trust the day and year first above written.

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1	STATE OF NEVADA)
2	Country of Carson City; ss
3	Country Carson City; ss On this 27 day of December, 1977,
4	personally appeared before me, a notary public, DANIEL J. HUDDY
5	and ELLEN R. HUDDY, who acknowledged to me that they executed
6	the foregoing document.
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Being a portion of the South 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 11 North, Range 21 East, M.D.M. and being more particularly described as follows:

Being all of Parcel Two as shown on the Parcel Map filed for record in the office of the county recorder of Douglas County, Nevada, on December 6, 1977 as Document No. 15617.

Also together with a right of way 50 feet in width for road and utility purposes over the Easterly 50 feet of the Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of said Section 22.

Also together with a right of way 60 feet in width for road and utility purposes over the Northerly 60 feet of the Southwest 1/4 of the Southwest 1/4 of Section 23 of said Township and Range, lying West of Highway No. 395.

> REQUESTED BY TITLE INSURANCE & TRUST CO. IN OFFICIAL RECORDS OF 1978 JAN -6 AM 8: 30

PATRICIA J. WILLIAMS RECORDER 16409 178 PAGE 195

Exhibit "A"