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APN: 1022-16-001-017

RECORDING REQUESTED BY AND  
MAIL TO:

✓ Jerry William Vandenberg and  
Nancy Annette Vandenberg  
3247 Penrod Lane  
Gardnerville, NV 89410

Doc Number: **0830365**

09/10/2013 03:44 PM

OFFICIAL RECORDS

Requested By  
ROWE HALES YTURBIDE

DOUGLAS COUNTY RECORDERS  
Karen Ellison - Recorder

Page: 1 Of 7 Fee: \$ 20.00

Bk: 0913 Pg: 2017



Deputy: gb

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**FIRST DEED OF TRUST**  
APN: 1022-16-001-017

This First Deed of Trust, made and entered into effective as of the 1st day of September, 2013, notwithstanding a different date of execution by the parties, by and between JERRY DUANE VANDENBERG, a single man, as his sole and separate property and obligation, an individual, as Trustor, and ROWE HALES YTURBIDE, LLP, of Minden, Nevada, as Trustee, and JERRY WILLIAM VANDENBERG and NANCY ANNETTE VANDENBERG, as Beneficiary. (It is distinctly understood that the words "Trustor", "Trustee" and "Beneficiary" and the words "his", "her" or "it(s)" referring to the Trustor, Trustee or Beneficiary, as herein used, are intended to and do include the masculine, feminine and neuter genders and the singular and plural numbers, as indicated by the context.)

**WITNESSETH:** That said Trustor hereby grants, conveys and confirms unto said Trustee, in trust, with power of repossession and/or sale, any interest of Trustor which has arisen or which may

arise in the future in the following described real property situated in Wellington, Douglas County, Nevada, commonly known as 1480 Sandstone Drive, Wellington, Nevada, 89444; also commonly known as Douglas County, Nevada Assessor's Parcel No. 1022-16-001-017, and more particularly described as follows:

Lot 13, in Block S, as shown on the map entitled Topaz Ranch Estates, Unit No. 4, filed for record November 16, 1970, in the Office of the County Recorder of Douglas County, Nevada, as Document No. 50212.

(Hereinafter the "Property" or the "Premises").

**TOGETHER WITH** all and singular the tenements, hereditaments and appurtenances thereunto belonging or anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title and interest, homestead or other claim or demand, at law as well as in equity, which the Trustor now has or may hereafter acquire, or in or to the said Premises or any part thereof, with the appurtenances.

As additional security, Trustor hereby assigns all rents from such Property and gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues, and profits of said Property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues, and

profits as they become due and payable; excepting only the following:

Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said Property or any part thereof, in its own name or otherwise, and collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

The entering upon and taking possession of said Property, the collection of such rents, issues and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

**TO HAVE AND TO HOLD** the same unto the said Trustee and its successors, upon the trusts hereinafter expressed:

As security for the payment of SIXTY TWO THOUSAND FIVE HUNDRED EIGHTY EIGHT and 75/100's DOLLARS (\$62,588.75), together with interest at the rate of three and a half percent (3.5%) per annum, compounded monthly, all for a total monthly payment by Trustor of \$618.91, as specified and paid according to the terms of a

promissory note entered into by Trustor and Beneficiary, in lawful money of the United States of America, and with Trustee expenses and counsel fees according to the terms of the promissory note or notes for said sums executed and delivered by the Trustor to the Beneficiary; also as security for the payment and performance of every obligation, covenant, promise or agreement herein or in said note contained and/or in the agreement between Trustor and Beneficiary effective 1 September 2013. The promissory note is incorporated herein as if set forth in full.

**AND THIS INDENTURE FURTHER WITNESSETH:**

**FIRST:** The 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, suffer or permit any acts upon said Property in violation of any law, covenant, condition or restriction affecting said Property.

**SECOND:** The Trustor promises to properly care for and keep the Property herein described in first-class condition, order and repair; to care for, protect and repair all buildings and improvements situate thereon; and otherwise to protect and preserve the said Premises and the improvements thereon and not to commit or permit any waste or deterioration of said buildings and

improvements or of said Premises. If the above-described Property is farm land, Trustor agrees to farm, cultivate and irrigate said Premises in a proper, approved and husbandmanlike manner.

**THIRD:** The following covenants, Nos. 1, 2 (not less than \$65,000.00 amount of insurance), 3, 4, 5, 6, 7 (counsel fees 10%) and 8 of N.R.S. 107.030 are hereby adopted and made a part of this Deed of Trust.

**FOURTH:** Beneficiary may, from time to time, as provided by statute, or by a writing, signed and acknowledged by it and recorded in the office of the county recorder of the county in which said land or such part thereof as is then affected by this Deed of Trust is situated, appoint another Trustee in place and stead of Trustee herein named, and thereupon, the Trustee herein named shall be discharged and the Trustee so appointed shall be substituted as Trustee hereunder with the same effect as if originally named Trustee herein.

**FIFTH:** 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.

**SIXTH:** 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. A violation of any of the covenants

herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.

**SEVENTH:** In the event of any tax or assessment on the interest under this Deed of Trust it will be deemed that such taxes or assessments are upon the interest of the Trustor, who agrees to pay such taxes or assessments although the same may be assessed against the Beneficiary or Trustee.

**EIGHTH:** All the provisions of this instrument shall inure to, apply, and bind the legal representatives, heirs, successors and assigns of each party hereto respectively.

**NINTH:** In the event of a default in the performance or payment under this Deed of Trust, or the security (promissory note) for which this Deed of Trust has been executed, or in the performance of any term or provision set forth in the agreement entered into by Trustor and Beneficiary effective 1 September 2013, any notice given under Section 107.080 N.R.S. shall be given by registered letter to the Trustor addressed to JERRY DUANE VANDENBERG, 1480 Sandstone Drive, Wellington, Nevada 89444, and such notice shall be binding upon the Trustor, his Assignee(s) and/or Grantee(s) from the Trustor.

**TENTH:** It is expressly agreed that the trusts created hereby

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are irrevocable by the Trustor.

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

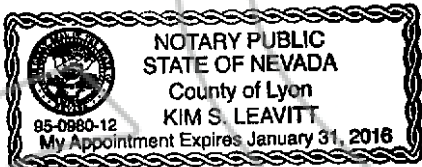
Jerry Vandenberg  
JERRY DUANE VANDENBERG  
a Single Man as his sole  
and separate property and obligation

A C K N O W L E D G E M E N T

STATE OF NEVADA            )  
  ) ss.  
COUNTY OF DOUGLAS        )

On September 7, 2013, before me, the undersigned, a  
Notary Public in and for said City and State, personally appeared  
JERRY DUANE VANDENBERG, known to me to be the person whose name is  
subscribed to the within instrument and acknowledged that he  
executed the same.

WITNESS my hand and official seal.



[Signature]  
NOTARY PUBLIC