

APN# : 1022-09-002-018

**Recording Requested By:**

Western Title Company, Inc.

**Escrow No.:** 082153-AMG

**When Recorded Mail To:**

CMH Homes Inc

5000 Clayton Road

Maryville, TN

37804

**Mail Tax Statements to: (deeds only)**

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(space above for Recorder's use only)

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.

(Per NRS 239B.030)

Signature \_\_\_\_\_

Jessica S.

Escrow Assistant

\_\_\_\_\_  
**Deed of Trust**

This page added to provide additional information required by NRS 111.312  
(additional recording fee applies)

APN: 1022-09-002-018  
Escrow No. 082153-AMG

When Recorded Return to:  
CMH Homes Inc.  
5000 Clayton Road  
Maryville, TN 37804

SPACE ABOVE FOR RECORDERS USE

### DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 3 day of November, 2016 between Gerald Lewis Posey, an unmarried man TRUSTOR, WESTERN TITLE COMPANY, LLC a Nevada limited liability company, hereinafter referred to as Trustee, and CMH HOMES, INC., A Tennessee Corporation as BENEFICIARY, WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the County of Douglas, State of NEVADA described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

IN THE EVENT THE HEREIN DESCRIBED PROPERTY, OR ANY PORTION THEREOF, OR ANY INTEREST THEREIN, IS SOLD, AGREED TO BE SOLD, CONVEYED OR ALIENATED, BY THE TRUSTOR, OR BY THE OPERATION OF LAW OR OTHERWISE, ALL OBLIGATIONS SECURED BY THIS INSTRUMENT, IRRESPECTIVE OF THE MATURITY DATES EXPRESSED THEREIN, AT THE OPTION OF THE HOLDER HEREOF AND WITHOUT DEMAND OR NOTICE SHALL IMMEDIATELY BECOME DUE AND PAYABLE.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority herein after given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of the sum of \$ 109,806.00 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; and (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious Deed of Trust recorded in the office of each County Recorder in the State of Nevada on

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January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county: namely:

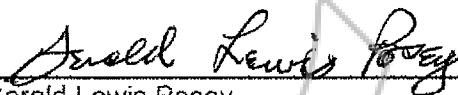
COUNTY	BOOK	PAGE	DOC. NO
Churchill	39 Mortgages	363	115384
Clark	850 Off. Rec.		682747
Douglas	57 Off. Rec.	115	40050
Elko	92 Off. Rec.	652	35747
Esmeralda	3-X Deeds	195	35922
Eureka	22 Off. Rec.	138	45941
Humboldt	28 Off. Rec.	124	131075
Lander	24 Off. Rec.	168	50782

COUNTY	BOOK	PAGE	DOC. NO.
Lincoln			45902
Lyon	37 Off. Rec.	341	100661
Mineral	11 Off. Rec.	129	89073
Nye	105 Off. Rec.	107	04823
Ormsby	72 Off. Rec.	249	32867
Pershing	11 Off. Rec.	249	66107
Storey	"S" Mortgages	206	31506
Washoe	300 Off. Rec.	517	107192
White Pine	295 R.E. Records	258	

shall inure to and bind the parties hereto, with respect to the property above described. Said agreement, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may change for a statement regarding the obligations secured hereby, provided the charge therefore does not exceed a reasonable amount.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address above set forth.

Signature of Trustor

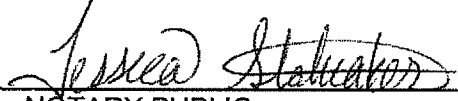
  
Gerald Lewis Posey

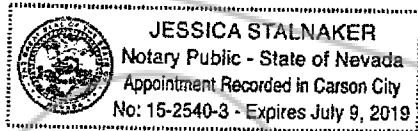
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STATE OF NEVADA  
COUNTY OF CARSON CITY

This instrument was acknowledged before me on Nov 15, 2016,  
by Gerald Lewis Posey.

  
\_\_\_\_\_  
NOTARY PUBLIC



COPY

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**EXHIBIT "A"**

**All that certain real property situate in the County of Douglas, State of Nevada, described as follows:**

**Lot 9 in Block M as shown on the map of TOPAZ RANCH ESTATES UNIT NO.4, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on November 16, 1970, in Book 1 of Maps, as Document No. 50212.**

**Assessor's Parcel Number(s):  
1022-09-002-018**

