DOUGLAS COUNTY, NV Rec:\$16.00

2017-904909

09/28/2017 02:18 PM

Pas=3

Total:\$16.00 A+ PARALEGALS, INC.



KAREN ELLISON, RECORDER

THE UNDERSIGNED HEREBY AFFIRMS THAT THIS DOCUMENT DOES NOT CONTAIN A SOCIAL SECURITY NUMBER PER NRS 239B.030.

## APN NO. 1420-33-810-019

Recording Requested by: William R. Hartman, Trustee

Mail tax statements to: And When Recorded Mail Document to: Troy and Betty Creeks 1500 Conestoga Carson City, NV 89706

## SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

## SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 18th day of September, 2017 between Troy Creeks and Betty Creeks, as husband and wife joint tenancy, herein called TRUSTORS, whose address is: 1500 Conestoga, Carson City, Nevada, and William R. Hartman, Michael W. Hartman and Sara C. Chio, co-trustees, or their successors in trust, of the Family Trust, under the Hartman Living Trust, September 30, 1998, herein called TRUSTEE and BENEFICIARY, whose address is: 5251 Numaga Pass, Carson City, NV 89703.

WITNESSETH: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Douglas County, Nevada described as:

Lot 36, of Idle Acres Subdivision, as shown on the official map thereof, filed in the office of the County Recorder of Douglas County, Nevada on April 5, 1960, in Book 1 of Maps, Document No. 15812.

Which has the address of: 1380 Judy Street, Minden, Nevada

#### **DUE ON SALE CLAUSE:**

In the event Trustors sell, convey or alienate the property described in this Deed of Trust securing Note, or contracts to sell, convey or alienate; or is divested of title or interest in any other manner, whether voluntarily or involuntarily without written approval of Beneficiary being first obtained, said Beneficiary shall have the right to declare the entire unpaid principal balance due and payable in full, upon written demand and notice, irrespective of the maturity date expressed in Note.

TOGETHER WITH the rents, issues and profits thereof; SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING: 1. Performance of each agreement of Trustors incorporated by reference or contained herein. 2. Payment of indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$86,000.00 executed by Trustors in favor of William R. Hartman, Michael W. Hartman and Sara C. Chio, co-trustees, or their successors in trust, of the Family Trust, under the Hartman Living Trust, September 30, 1998, the Beneficiary. 3. Payment of such additional sums as may hereafter be borrowed from Beneficiary by the then record owner of said property, when evidenced by another promissory note (or notes) reciting it is so secured.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of the Deed of Trust and the Note secured hereby, that provisions (1) to (16) inclusive of the Deed of Trust recorded in the Book and at the Page, or Document No. of Official records in the Office of the County Recorder of the County where said property is located, noted below:

COUN	ГҮ ВООК		PAGE DOC#	COUN	ту воок		PAGE
DOC#					1 1		7
Carson	Off. Rec.		000-52836	Lincoln	73 Off. Rec.	248	86043
City	Off. Rec.		224333	Lyon	Off. Rec.		0104086
Churchill	861226		00857	Mineral	112 Off. Rec.	352	078762
Clark	Off. Rec.	2432	147018	Nye	558 Off. Rec.	075	173588
Douglas	1286 Off. Rec	.316	223111	Pershing	187 Off. Rec.	179	151646
Elko	545 Off. Rec.	244	109321	Storey	055 Off. Rec.	555	58904
Esmeralda	110 Off. Rec.	187	106692	Washoe	2464 Off. Red	.0571	1126264
Eureka	153 Off. Rec.	<b>78</b> 1	266200	White Pine	104 Off. Rec.	531	241215
Humboldt	223 Off. Rec.	034	137077				
Lander	279 Off. Rec.		/	\	\ /		

(which provisions, identical to all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made apart hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustors request that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to them at their address herein before set forth

Signature: Troy Creeks

Signature Betty Creeks

# State of Nevada Carson City

On this 18<sup>th</sup> day of September, 2017 before me, a Notary Public, personally appeared <u>Troy Creeks and Betty Creeks</u>, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Colletto Tourellar

Notary Public

