DOUGLAS COUNTY, NV

KAREN ELLISON, RECORDER

Rec:\$35.00

2018-922852 11/26/2018 02:15 PM

\$35.00 Pas=3

TITLE SERVICE AND ESCROW - YERINGTON

APN 1022-18-002-071 Order No. TSL-39652-CB

WHEN RECORDED MAIL TO: EVERGREEN NOTE SERVICING 6121 LAKESIDE DR., SUITE 150 RENO, NV 89511

SPACE ABOVE FOR RECORDER'S USE

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 16th day of NOVEMBER, 2018, between THOMAS E. LECLAIR and KATHLEEN R. LECLAIR, husband and wife, herein called TRUSTOR, whose address is 15610 ARBELA DRIVE; LA HABRA, CA 90631, TITLE SERVICE AND ESCROW COMPANY, a Nevada corporation, herein called TRUSTEE, and DANIEL P. SHEHADY and TRACI HATCH SHEHADY, husband and wife as joint tenants with the right of survivorship, herein called BENEFICIARY, whose address is 1500 HODGES ROAD; POOLVILLE, TX 76487.

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

Those portions of the South 1/2 of Section 18, Township 10 North, Range 22 East, M.D.B.&M., more particularly described as follows:

Lot 9, as set forth on the Final Subdivision Map LDA 04-064 for HOLBROOK ESTATES, filed for record in the Office of the Douglas County Recorder on November 2, 2006, in Book 1106, Page 839, as Document No. 687834 and certificate of amendment recorded May 3, 2007, in Book 0507, Page 962, as Document No. 700342 and certificate of amendment recorded December 4, 2007, in Book 1207, Page 671, as Document No. 714273, Official Records.

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

FOR THE PURPOSE OF SECURING: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$73,600.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such additional sums as may hereafter be advanced for the account of Trustor or Assigns by Beneficiary with interest thereon.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this 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 opposite the name of such county, viz:

Lyon, OCT 30, 1997 as No. 211663 Mineral, NOV 4, 1997, in Book 173, Pages 267 - 269 as No. 117835

| COUNTY | DOC. NO. | BOOK | PAGE | COUNTY DOC. N | ю. воок | PAGE |
|-----------|----------|--------|------|------------------|----------|---------|
| Clark | 413987 | 514 | | Churchill 104132 | 34 mtgs | 591 |
| Washoe | 407205 | 734 | 221 | Douglas 24495 | 22 | 415 |
| Elko | 14831 | 43 | 343 | Esmeralda26291 | 3H Deeds | 138-141 |
| Nye | 47157 | 67 | 163 | Eureka 39602 | 3 | 283 |
| Ormsby | 72637 | 19 | 102 | Humboldt 116986 | 3 | 83 |
| Pershing | 57488 | 28 | 58 | Lander 41172 | 3 | 758 |
| Storey | 28573 | R mtgs | 112 | Lincoln 41292 | 0 mtgs | 467 |
| White Pir | ne / | 128126 | 261 | 341-344 | /) | |

(which provisions, identical in all counties) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provision; 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 parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be reasonable and with respect to attorneys' fees provided for by covenant 7 the percentage shall be reasonable.

Trustor agrees that Trustor shall not assign or transfer this Deed of Trust, the Promissory Note secured hereby, or any obligation or interest hereunder or the property, or any part thereof, which is described in this Deed of Trust, without written consent of Beneficiary. Any attempted Assignment or Transfer by Trustor in violation of the foregoing provision may, at Beneficiary's option, be deemed a default by the Trustor,

and Beneficiary may pursue such remedy or remedies as may be available to it for such a material breach.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

THOMAS E. LECLAIR

KATHLEEN R. LECLAIR

STATE OF California

COUNTY OF Orange

SS

On //-/6-/8 personally appeared before me, a Notary Public (or Judge or other authorized person, as the case may be), THOMAS E. LECLAIR and KATHLEEN R. LECLAIR who acknowledged to me that they executed the within instrument.

Notary Public

Acturo Rodriguez

ARTURO RODRIGUEZ
COMM. #2111154
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY

My Commission Expires 06/11/2019

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document