

DOUGLAS COUNTY, NV

2021-975612

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\$40.00 Pgs=5

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FIRST AMERICAN TITLE INSURANCE COMPANY

KAREN ELLISON, RECORDER

A.P.N.: 1220-01-002-077

File No: 119-2630391 (SC)

When Recorded Return To:  
Helmut H. Huttenmayer and Sally W. Huttenmayer  
1840 Fish Springs Road  
Gardnerville, NV 89410

## DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST, made October 15, 2021, between **Bryan D. Hoyos, an unmarried man, TRUSTOR**, whose address is **1281 Jo Lane, Gardnerville, NV 89410, First American Title Insurance Company, TRUSTEE**, and **Helmut H. Huttenmayer and Sally W. Huttenmayer, BENEFICIARY**, whose address is **1840 Fish Springs Road, Gardnerville, NV 89410**.

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the County of **Douglas**, State of **Nevada**, described as:

**THAT PORTION OF SECTION 1, TOWNSHIP 12 NORTH, RANGE 20 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:**

**PARCEL 1 OF PARCEL MAP NO. 844154, FINAL PARCEL MAP LDA 13-008 FOR HELMUT & SALLY HUTTENMAYER, ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON JUNE 9, 2014, AS DOCUMENT NO. 844154, OFFICIAL RECORDS, DOUGLAS COUNTY, NEVADA, EXCEPTING THEREFROM THAT PORTION CONVEYED BY AN INSTRUMENT, RECORDED FEBRUARY 19, 2015, AS DOCUMENT NO. 2015-857133, OFFICIAL RECORDS.**

**SAID PARCEL BEING FURTHER DESCRIBED AS FOLLOWS:**

**THAT PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 12 NORTH, RANGE 20 EAST, M.D.B. & M, IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEING THE PORTION OF PARCEL 1 AS SAID PARCEL IS SHOWN ON THE FINAL PARCEL MAP LDA 13-008 FOR HELMUT & SALLY HUTTENMAYER RECORDED IN BOOK 614, PAGE 1614 AS DOCUMENT NO. 844154 IN THE OFFICIAL RECORDS OF SAID DOUGLAS COUNTY DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID PARCEL 1; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID PARCEL 1, N. 00°00'05" W., 393.59 FEET; THENCE N. 63°51'52" W., 223.16 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF JO LANE; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, N. 47°46'55" E., 104.41 FEET; THENCE N. 53° 31' 17" E., 731.72 FEET; THENCE N. 60° 13' 07" E., 142.73 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL 1; THENCE SOUTHERLY ALONG THE**

**EASTERLY LINE OF SAID PARCEL 1, S. 00° 00' 05" E., 1069.55 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL 1; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL 1 N. 89°50;46" W., 385.03 FEET TO THE NORTHEASTERLY CORNER OF PARCEL 1-B-2 AS SAID PARCEL IS SHOWN ON THE PARCEL MAP FOR KEVIN AND SANDY SERGOTT RECORDED IN BOOK 987, PAGE 3752 AS DOCUMENT NO. 162929 IN THE OFFICIAL RECORDS OF SAID DOUGLAS COUNTY; THENCE N. 37° 07' 01" W.M, 2.51 FEET; THENCE S. 89° 17' 17" W., 28.00 FEET; THENCE N. 73° 55' 56" W., 18.97 FEET; THENCE N. 83° 49' 21" W., 17.90 FEET; THENCE N. 85° 21' 06" W., 21.80 FEET; THENCE N. 88° 27' 22" W., 22.90 FEET; THENCE S. 82° 57' 44" W., 18.50 FEET; THENCE S. 49°19' 52" W., 4.65 FEET; THENCE S. 16° 36' 07" W., 5.80 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL 1; THENCE WESTERLY ALONG SAID SOUTHERLY LINE N. 89° 50' 56" W., 70.50 FEET TO THE POINT OF BEGINNING.**

**TOGETHER WITH A PUBLIC UTILITY EASEMENT, 5.00' IN WIDTH, ALONG ALL NEW PARCEL BOUNDARIES CREATED BY AN AMENDED DEED, RECORDED ON FEBRUARY 19, 2015 AS DOCUMENT NO. 2015-857134. IN ADDITION, ALL EXISTING 5.00' PUBLIC UTILITY EASEMENTS ALONG PARCEL BOUNDARIES AND 7.50' PUBLIC UTILITY EASEMENTS ALONG ROAD RIGHT-OF-WAYS THAT ARE SHOWN ON DOCUMENT NO. 844154 ARE TO REMAIN IN PLACE.**

**THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS N. 89° 50; 46" W. FOR THE SOUTHERLY LINE OF PARCEL 1 AND PARCEL 2, SHOWN PER THE FINAL MAP LDA 13-008 FOR HELMUT AND SALLY HUTTENMAYER, RECORDED IN BOOK 614, PAGE 1614, AS DOCUMENT NO. 844154, OFFICIAL RECORDS OF DOUGLAS COUNTY.**

**ALSO SHOWN AS LOT 1A ON THAT CERTAIN RECORD OF SURVEY TO SUPPORT A BOUNDARY LINE ADJUSTMENT FOR HELMUT & SALLY HUTTENMAYER AND KENNETH A. & LANA E. MOORE, ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON FEBRUARY 19, 2015, AS DOCUMENT NO. 2015-857136.**

**NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN AMENDED DEED RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON FEBRUARY 19, 2015, AS DOCUMENT NO. 2015-857134 OF OFFICIAL RECORDS.**

### **DUE ON SALE**

**"If the trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the Beneficiary being first had and obtained, Beneficiary shall have the right, at their option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any Note evidencing the same, immediately due and payable in full."**

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

For the purposes of securing (1) payment of the sum of **Three hundred sixty thousand dollars (\$360,000.00)** with interest thereon according to the terms of the promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewal 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.

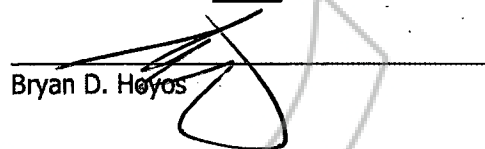
To protect the Security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that 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 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:

<u>County</u>	<u>Book</u>	<u>Page</u>	<u>Doc. No.</u>		<u>County</u>	<u>Book</u>	<u>Page</u>	<u>Doc. No.</u>
Churchill	39 Mortgages	363	115384		Lincoln			45902
Clark	850 Off. Rec.		682747		Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050		Mineral	11 Off. Rec.	129	89073
Elko	92 Off. Rec.	652	35747		Nye	105 Off. Rec.	107	04823
Esmeralda	3-X Deeds	195	35922		Ormsby	72 Off. Rec.	537	32867
Eureka	22 Off. Rec.	138	45941		Pershing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075		Storey	"S" Mortgages	206	31506
Lander	24 Off. Rec.	168	50782		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 agreements, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed below) 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 charge for a statement regarding the obligation secured hereby, provided the charge therefor 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.

Dated: **October 9, 2021**

  
 Bryan D. Hoyos

Bryan D. Hoyos

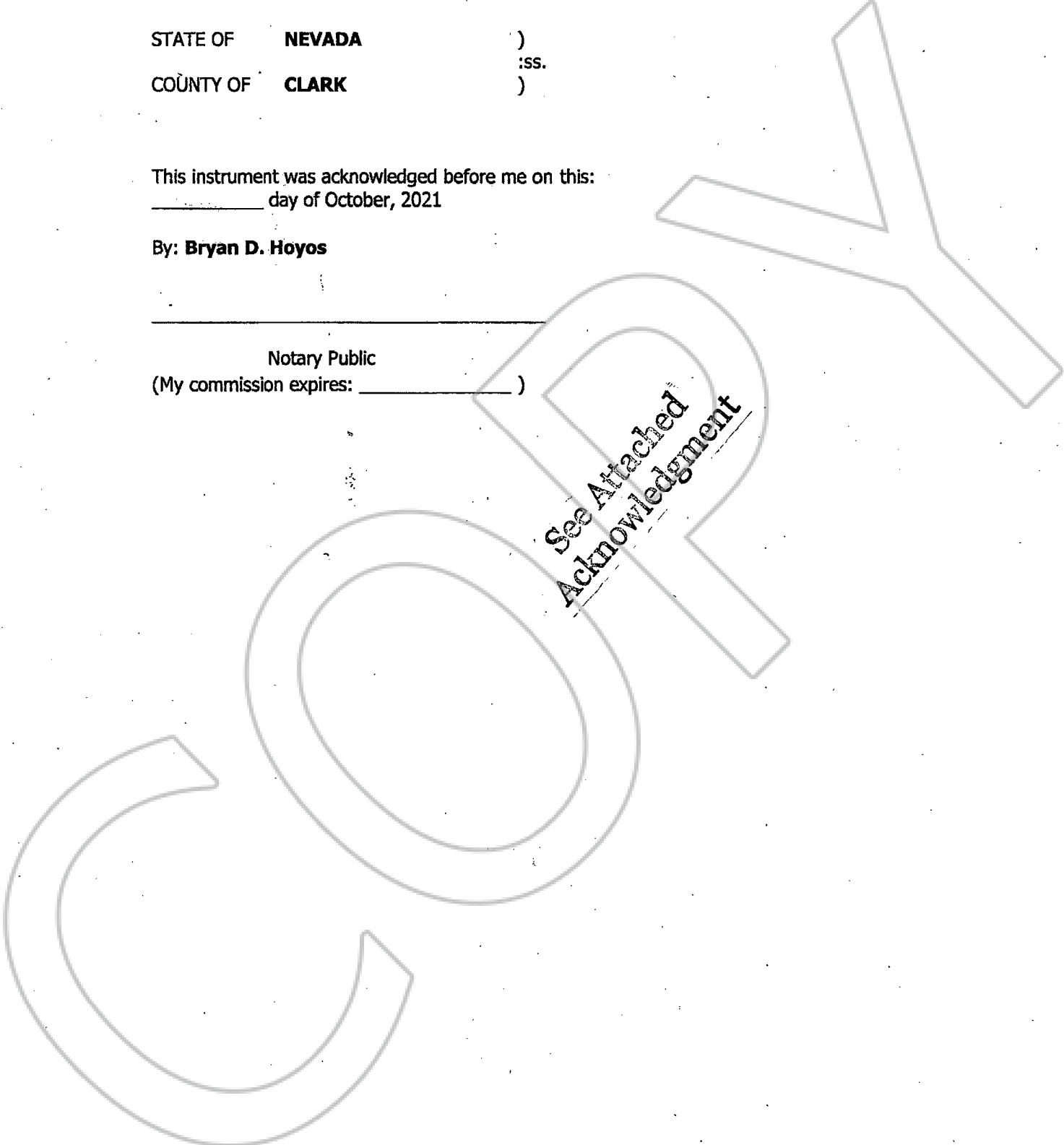
STATE OF **NEVADA** )  
 )  
 ) :ss.  
 )  
COUNTY OF **CLARK** )

This instrument was acknowledged before me on this:  
\_\_\_\_\_ day of October, 2021

By: **Bryan D. Hoyos**

\_\_\_\_\_  
Notary Public  
(My commission expires: \_\_\_\_\_ )

See Attached  
Acknowledgment



**HAWAII ALL-PURPOSE ACKNOWLEDGMENT**  
H.R.S 502-41(6)

State of Hawaii }  
County of Kauai } ss.

On this 09 day of October, 2021, in the Fifth Circuit Court, State of Hawaii,  
*Day Month Year Name of Circuit*

before me personally appeared Bryan D Hoyos (.)  
*Name of Signer 1*

(and \_\_\_\_\_ (.) to me personally known or  
*Name of Signer 2 (if any)*

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to

this instrument, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing

instrument identified or described as Deed of Trust With Assignments of Rents as the free act  
*Type of Document*

and deed of such person(s), and if applicable, in the capacity shown having been duly authorized to execute

such instrument in such capacity. The foregoing instrument is dated 10/09/2021  
*Date of Document*

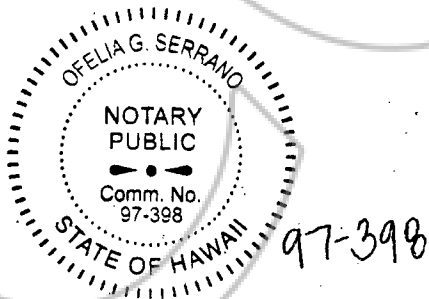
and contained 4 pages at the time of this acknowledgment/certification.  
*No. of Pages*

OFELIA G SERRANO  
*Printed Name of Notary Public*

Notary Public — STATE OF HAWAII

My commission expires: August 07, 2025

[Signature]  
*Signature of Notary Public*



Place Notary Seal or Stamp Above