DOUGLAS COUNTY, NV

Rec:\$40.00 Total:\$40.00

2023-1000030 08/30/2023 04:20 PM

ALLISON MACKENZIE, LTD

Pgs=4

APN: 1419-12-511-017

RECORDING REQUESTED BY

KYLE A. WINTER, ESQ.

WHEN RECORDED MAIL TO

KYLE A. WINTER, ESQ. ALLISON MacKENZIE, LTD. 402 North Division Street P.O. Box 646 Carson City, NV 89702

[X] The party executing this document hereby affirms that this document submitted for recording does not contain the social security number of any person or persons pursuant to NRS 239B.030

[ ] The party executing this document hereby affirms that this document submitted for recording does contain the social security number of a person or persons as required by NRS 239B.030(2).

SHAWNYNE GARREN, RECORDER

SPACE ABOVE THIS LINE RESERVED FOR

RECORDER'S USE

TITLE OF DOCUMENT

**DEED OF TRUST** 

APN # 1419-12-511-017

RECORDING REQUESTED BY AND, WHEN RECORDED, MAIL TO:

Monica and Robert Pike 1129 Stonewall Street Carson City, NV 89701

The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

## **DEED OF TRUST**

This Deed of Trust is made as of the 19<sup>th</sup> day of July, 2023 by the Cox Family Trust dtd 1/11/12 ("Trustor"), whose address is 3554 Cherokee Drive, Carson City, Nevada 89705, assigned Assessor Parcel No. 1419-12-511-017 in the Official Records of Douglas County, Nevada, for the benefit of Robert and Monica Pike, as beneficiary and secured party ("Beneficiary"), with an address of 1129 Stonewall Street, Carson City, Nevada 89701. The Trustee, should one be required, shall be Erika Pike Turner, Esq., at Garman Turner Gordon LLP, whose address is 7251 Amigo Street, Suite 7251, Las Vegas, Nevada 89119.

Trustor irrevocably and unconditionally transfers its estate to interest in that real property now owned or hereafter acquired in and to that real property located in Douglas County, Nevada, as further described in Exhibit A attached hereto and incorporated herein by reference, together with all buildings, fixtures, and other improvements now or hereafter located on or attached to or used in connection therewith any title or interest therein (cumulatively, the "Property") for the benefit of securing Trustor's indebtedness due to the Beneficiary, as evidenced by a certain secured promissory note of even date herewith, and any extension, modification, amendment or renewal thereof, in the original principal amount of Seven Thousand Five Hundred Fifty Two Dollars and Seventy-One Cents (\$7,552.71), with interest thereon at Nevada's statutory rate, executed by Trustor in favor of Beneficiary (the "Note"). This Deed of Trust secures all future advances of principal and interest thereon, if any, and is governed by Nevada law.

Effective upon the recordation of this Deed of Trust, Trustor hereby irrevocably, absolutely, presently and unconditionally assigns, transfers and sets over to Beneficiary, all profits, earnings, revenue, income, products and proceeds of the Property, whether now due or to become due, from the sale or other hypothecation or transfer of the Property.

Trustor agrees to keep the Property in good condition and repair; to complete or restore promptly and in good and workmanlike manner any building constructed, damaged, or destroyed thereon and to pay when due all claims for labor performed and materials finished therefor; to comply with all laws affecting the Property or requiring any alterations or improvements to be

made thereon; not to commit or permit waste thereof; and not to commit, suffer or permit any act upon the Property in violation of law.

Trustor agrees to pay, before delinquent, all taxes and assessments affecting the Property; when due, all encumbrances, charges and liens on the Property or any part thereof which appear to be superior hereto; all amounts, charges, taxes, costs, fees and expenses of this Deed of Trust, including, without limiting the generality of the foregoing, those expenses incurred for issuance of any Deed of Release and Full Reconveyance and all amounts incurred following default in, this Deed of Trust or the obligations secured hereby. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary, without obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may pay, purchase, contest or compromise any encumbrance, charge or lien which appears to be superior hereto; and in exercising any such powers and paying any amounts related thereto, such amounts will be deemed future advances secured by this Deed of Trust.

All amounts due under the Note are immediately due and payable, and secured by this Deed of Trust, upon the sale or transfer of all or part of the Property, or any interest in the Property. A "sale or transfer" means the conveyance of Property or any right, title or interest in the Property, whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, lease-option contract, or by sale, assignment, or by any other method of conveyance of an interest in the Property. Beneficiary shall be paid from any sale proceeds before any remaining amount is disbursed to Trustor.

IN WITNESS WHEREOF, this instrument has been executed on the date first set forth above.

TRUSTOR:

BY: Teresa Marwin Trustee

STATE OF LESSY CITY ) ss:

This instrument was acknowledged before me on <u>sugust</u> 21, 2023 by

BEVERLY NORCROSS
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 21-8589-03
MY APPT. EXPIRES AUG. 26, 2025

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## **EXHIBIT A**

## **LEGAL DESCRIPTION**

Carson City Highlands Lot 33, as shown on the map of Valley View Subdivision, Unit No. 2 filed in the office of the County Recorder of Douglas County, Nevada April 6, 1964.

Parcel Number: 1419-12-511-017

Address: 3554 Cherokee Drive, Carson City, NV 89705

