DOUGLAS COUNTY, NV Rec:\$40.00

Total:\$40.00 ADELINE TAYLOR 2023-999127 08/02/2023 11:37 AM

Pas=4

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

00171093202309991270000045

SHAWNYNE GARREN, RECORDER

WEN RECORDED MAIL TO: Adeline Taylor 6509 Cone Peak Drive Carson City, NV 89701

RECORDING REQUESTED BY: Adeline Taylor

MAIL TAX STATEMENTS TO: Anne Sullivan P.O. Box 805 Carson City, NV 89702

APN NO. 1420-05-201-003

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

#### SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 2<sup>nd</sup> day of August, 2023, by and between ANNE SULLIVAN, herein called **TRUSTOR**, whose address is: 3726 Lyla Lane, Carson City, NV, 89705 and ADELINE TAYLOR, a married woman as her sole and separate property herein called **BENEFICIARY and TRUSTEE**, whose address is: 6509 Cone Peak Drive, Carson City, NV 89701.

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

PARCEL 1, AS SHOWN ON THE PARCEL MAP FOR LYLA FERN JOHNSON, RECORDED MAY 23, 1986, IN BOOK 586, PAGE 2506, AS DOCUMENT NO. 135298, OF OFFICIAL RECORDS, DOUGLAS COUNTY, STATE OF NEVADA.

Commonly known as: 3726 Lyla Lane, Carson City, NV 89705

### **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 Beneficiaries 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 TWO HUNDRED THOUSAND AND NO/100THS DOLLARS (\$200,000.00) executed by Trustors in favor of ADELINE TAYLOR, 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.

# Promissory Note Dated and recorded July 8, 2022 PAYMENTS

Maturity Date. On August 29, 2022 (the "Maturity Date"), the entire outstanding principal balance of this Note shall become immediately due and payable. Notwithstanding the foregoing, all indebtedness evidenced by this Note shall become due prior to the Maturity Date upon any acceleration of this Note pursuant to a Default (as defined below) or in connection with any other acceleration right of Lender set forth in this Note or the Deed of Trust.

Failure to Pay By Maturity Date. In the event Borrower fails to pay the entire outstanding principal balance on or before August 29, 2022, the Borrower agrees to immediately place the Property on the market for a sale of the price equal to or in excess of the principal balance owed. Interest shall accrue at the rate of nine (9) percent per annum on the unpaid principal balance of this Promissory Note commencing on August 30, 2022, and continue to accrue until the entire principal balance, plus all accrued interest is paid in full. Interest is calculated on a 365-day year basis on interest due for the actual number of days elapsed. Borrower shall have six (6) months in which to sell the Property and repay the obligation represented by this Promissory Note. If the property is not sold and/or the entire amount due is not paid within six (6) months, the Lender may declare the Note in default and commence foreclosure proceedings as provided herein. Prepayments. Borrower may prepay all or any part of the outstanding principal balance of this Note at any time on or prior to the Maturity Date, which prepayment shall be without any additional prepayment premium, fee, or other charge.

### **DEFAULTS AND REMEDIES**

There shall be a "Default" under this Note if: (i) Borrower fails to pay the entire principal balance, plus any accrued interest, due on or before March 1, 2023; (ii) Borrower fails to place the Property on the market for sale if the amount due under this Note is not paid in full on or before August 29, 2022; or (iii) there occurs any other Event of Default under the Deed of Trust, under this Note, or under any other Loan Document that remains uncured for a period of ten (10) calendar days following Borrower's receipt of Lender's Notice of Default, Upon a Default, Lender may declare the entire principal amount outstanding hereunder and accrued interest thereon, together with Lender's costs, and reasonable attorney's fees incurred in collecting and/or enforcing payment hereof shall be, without notice or demand, immediately due and payable.

Lender may exercise any right or remedy under this Note during any Default by Borrower regardless of any prior forbearance. The rights, powers and remedies of Lender permitted by law or contract as set forth herein or in the Deed of Trust shall be cumulative and concurrent, and may be pursued singly, successively, or together against Borrower or the property secured by the Deed of Trust, in such order as Lender may determine, in the sole discretion of Lender, and such rights, powers and remedies shall not be exhausted by any exercise thereof but may be exercised

powers and remedies or the acceptance by Lender of any payment hereunder which is less than payment in full shall not constitute a waiver of right to exercise any of Lender's rights, powers or remedies at that time or any subsequent time. Lender shall not be prohibited from exercising its right to accelerate the Maturity Date of this Note at any time during the continuing of a Default. In the event Borrower, or any successor in interest to Borrower in the real property encumbered by the Deed of Trust shall sell, transfer or convey the Property, or any portion thereof, of any interest therein, then at the option of the Lender the then unpaid balance of principal and interest due hereunder shall become due and payable although the Maturity Date may not have arrived. Consent to one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions.

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	TY BOOK	PAGE DOC#	COUN	ΓY	BOOK		PAGE
DOC#				/ /			
Carson	Off. Rec.	000-52836	Lincoln	73 Off	Rec.	248	86043
City	Off. Rec.	224333	Lyon	Off. R	ec.		0104086
Churchill	861226	00857	Mineral	112 Of	ff. Rec.	352	078762
Clark	Off. Rec. 2432	147018	Nye	558 O	ff. Rec.	075	173588
Douglas	1286 Off. Rec. 316	223111	Pershing	187 O	ff. Rec.	179	151646
Elko	545 Off. Rec. 244	109321	Storey	055 Of	ff. Rec.	555	58904
Esmeralda	110 Off. Rec. 187	106692	Washoe	2464 (	off. Rec	.0571	1126264
Eureka	153 Off. Rec. 781	266200	White Pine	104 Of	f. 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 she 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: ANNE SULLIVAN

## State of Nevada Carson City

On this 2<sup>nd</sup> day of August 2023 before me, a Notary Public, personally appeared ANN SULLIVAN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

MELINDA MCCONNELL-KELLY
Notary Public-State of Nevada
APPT. NO. 21-4679-02
My Appt. Expires 05-19-2025

THIS ACKNOWLEDGMENT IS ATTACHED TO A SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS dated August 2, 2023



Prepared by: Melinda McConnell-Kelly-411 W. Third St., Suite 1, Carson City, NV -775-830-7998-Reg. #NVDP20217134964