

APN: 007-440-02

When recorded mail to:  
Beneficiary  
5580 Alcorn Road  
Fallon, NV 89406

05210295

BOOK 407 PAGE 241-246  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Stewart Title Co*  
2005 MAR -2 AM 9:45

EUREKA COUNTY, NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. FEES 19.00

**196414**

**DEED OF TRUST**

THIS DEED OF TRUST, made this 2nd day of March, 2005, by and between MARK MOYLE FARMS, LLC., ("Trustors"); STEWART TITLE OF NORTHEASTERN NEVADA ("Trustee"); and DONALD A. WEST and VIRGINIA L. WEST, Trustees of the Donald A. West and Virginia L. West Family Trust dated November 22, 1991, ("Beneficiaries").

**WITNESSETH:**

That the said Trustors hereby grants, bargains, sells, conveys and confirms unto the said Trustee, and to its successors and assigns, with power to sell, the following described real property and personal property situate in the State of Nevada, County of Eureka, to-wit:

TOWNSHIP 22 NORTH, RANGE 54 EAST, M.D.B.&M.

Section 19: LOTS 1, 2, 3, and 4; E1/2W1/2;

*CS*

EXCEPTING THEREFROM all the oil and gas, reserved in Patent executed by the UNITED STATES OF AMERICA, recorded April 29, 1963, in Book 26, Page 420, Deed Records, Eureka County, Nevada.

TOGETHER WITH all springs, wells, water, water rights and stockwater rights applied for, appropriated for, appurtenant to or decreed to said lands, or any portion thereof; all applications, proofs, permits, maps and certificates relating to such water and water rights; all dams, ditches, diversions, licenses, easements, pipelines, structure, measuring devises, headgates, culverts, ponds, and reservoirs; all easements, devices and controls used to apply such water and water rights to beneficial use and for the repair, cleaning, replacement and maintenance of any or all of such facilities and improvements by the use of modern equipment and methods and for access thereto; and all

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stock water equipment, facilities, troughs, tanks, pumps, reservoirs, ponds and other stockwater improvement on said land.

SUBJECT TO THAT certain reservation and exception contained in the Grant Deed to Community Property with Right of Survivorship executed by Dorothy L. Moyle, a widow, as Grantor, and recorded on August 24, 1994, in Book 274, Page 366, as File No. 154811, in the official records of Eureka County, Nevada, which states as follows:

“EXCEPTING THEREFROM a life estate to the Grantor in a one (1) acre parcel where the Grantor’s residence, pump house, and garage are located.”

FURTHER EXCEPTING THEREFROM and reserving to the Grantors or their survivor, a life estate in that certain portion of real property described above upon which the Grantors’ personal residence and personal property are located. This life estate is for the Grantors’ use only as a personal residence and activities associated with such residential use. The term of this life estate shall not extend beyond the death of the survivor of the Grantors or the abandonment being defined as a failure to reside upon the premises for sixty consecutive days, whichever comes first. The Grantors agree to pay all real and personal property taxes or assessments levied on the real and personal property where they reside. If Grantors fail to pay the taxes within thirty days of the date they are furnished with a copy of the tax bills therefore, the Grantee shall be free to proceed with payment of such taxes, the Grantors’ life estate shall terminate and the Grantors’ shall vacate the premises.  
on the property described herein.

TO HAVE AND TO HOLD the same unto the said Trustee, and to its successors and assigns, upon the trusts, covenants and agreements herein expressed and as security for the payment of a certain Promissory Note of even date herewith, for the principal sum of \$212,500.00, including interest from March 2, 2005 at the rate of seven percent (7%) per annum, payable in annual principal and interest installments of \$23,331.36, in favor of beneficiary. First payment shall commence on March 2, 2006 and continue on the same day of each subsequent <sup>year</sup> ~~month~~ for a period of FIFTEEN (15) years, at which time the then unpaid principal balance together with all accrued interest shall become due and payable.

This Deed of Trust is also given as security for the payment of any and all monies which the Beneficiaries and Trustee, or either of them, may or shall hereafter loan or advance to the Trustor, or advance for its account, even though the said loan or advance may be secured by other mortgage or Deed of Trust, and a security for the payment of all other monies that may become due from the Trustor from any cause whatsoever, including the payment of all other monies hereby agreed or provided to be paid by the Trustor, or which may be paid out, or advanced, by the Trustee, or by the Beneficiaries, under the provisions of this Deed of Trust.

The Trustor hereby covenants and agrees:

FIRST: The Trustor promises and agrees to properly care for and keep the property herein described, including any fences, buildings and other improvements thereon, in at least as good a condition of repair and maintenance as the same now are, subject to normal wear and tear, and to care for, protect and maintain any and all buildings situate thereon, and to otherwise protect and maintain said premises and not to commit or permit any waste or deterioration thereof. The Trustor may make such alterations or improvements as they may desire on said premises, so long as they do not lessen the value of said property, and Trustor shall pay, when due, all claims for labor performed or material furnished thereon.

SECOND: The Beneficiaries, or their duly authorized agents, shall at all reasonable times have the right to enter upon said premises and inspect the same.

THIRD: The Trustor covenants, warrants and represents that the title conveyed is a fee simple absolute title, free and clear of all encumbrances; that he will forever warrant and defend the title to the premises above mentioned to the Trustee and Beneficiaries and their successors and assigns, against all lawful claims and demands of all persons whomsoever.

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shall not exhaust the power of sale, and the Trustee, at the request of the Beneficiary, may proceed anew with the sale of this property, in order to enforce fully the provisions of this Deed of Trust.

NINTH: Said Trustors agree that the said Trustee, or its successors in interest, shall not incur any liability on account of any act done, or omitted to be done, in good faith, under the provisions of this Deed of Trust, and that said Trustee shall be fully protected in acting upon any statement, report, order, notice, request, consent or other paper or document believed to be genuine and signed by the proper parties.

TENTH: The Trustor, so long as there is any balance owing in connection with this Deed of Trust, shall not sell, assign or transfer any interest in the property described herein, nor permit any assumption of the debt herein secured, without first obtaining the written consent of the Beneficiaries. If all or any part of the property herein described, or any interest therein, is sold, assigned or transferred by the Trustor without the Beneficiaries' prior written consent, the Beneficiaries may, at their option, declare all sums secured by this Deed of Trust to be immediately due and payable.

ELEVENTH: In the event Trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of their title or any interest therein in any manner or way, whether voluntary or involuntary, without the written consent of the Beneficiary being first had and obtained, Beneficiary shall have the right, at their option, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

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FOURTH: The following covenants, Nos. 1, 3, 4 (7% per annum) 5, 6, 7 (reasonable), 8, and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

FIFTH: The reconveyance of this Deed of Trust shall be at the cost and expense of the Trustors, or such other persons entitled to reconveyance.

SIXTH: The acceptance by said Beneficiaries of any payment of the indebtedness hereby secured shall not operate as a waiver by the Beneficiaries of any default by the Trustors made previously to such payment in any of the covenants or agreements to be made, kept and performed by the Trustors herein provided.

SEVENTH: The Trustor hereby covenants and agrees that neither the acceptance nor existence, now or hereafter, of any other security for the indebtedness secured hereby, nor the release thereof, shall operate as a waiver of the security of this Deed of Trust, nor shall this Deed of Trust, nor its satisfaction, nor a reconveyance made hereunder, operate as a waiver of such other security now held or hereafter acquired.

EIGHTH: All the provisions of this instrument shall apply to and bind the legal representatives, successors and assigns of the respective parties hereto, and it is distinctly understood and agreed that the words Trustor, Grantor, Trustee or Beneficiary, as used in this instrument, and any pronoun referring thereto, is intended to and does include the masculine, feminine and neuter genders, and the singular and plural numbers; that the covenants and agreements of the Trustor or Grantor herein shall be construed to the joint and several covenants and agreements of all persons who sign this instrument; that if any provision of this Deed of Trust be judicially declared invalid, such decision shall not affect the validity of the remaining provisions, and if any sale made hereunder shall be judicially declared invalid or deemed by the Beneficiary to be invalid, such sale

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OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Eureka County Clerk & Treasurer*  
2005 MAR -2 AM 9:46

EUREKA COUNTY, NEVADA  
M.H. REBALEATI, RECORDER  
FILE NO. FEES *None*

**196415**

### OFFICIAL OATH

STATE OF NEVADA            )  
  ) ss.  
COUNTY OF EUREKA        )

I, Carri Wright do solemnly swear (or affirm) that I will support, protect and defend the Constitution and government of the United States, and the Constitution and government of the State of Nevada, against all enemies, whether domestic or foreign, and that I will bear true faith, allegiance and loyalty to the same, any ordinance, resolution of law of any State notwithstanding, and that I will well and faithfully perform all the duties of the office of Deputy Clerk & Treasurer on which I am about to enter; (if an oath) so help me God; (if an affirmation) under the pains and penalties of perjury.

  
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Subscribe and Sworn to before me this  
28<sup>th</sup> day of February, 2005  
Eureka County, Nevada

 County Clerk

**196415**