

DOC # 0214297

12/04/2009

10:15 AM

Official Record

Recording requested By
RABO AGRIFINANCE INC

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$16.00

Page 1 of 3

RPTT:

Recorded By: FES

Book- 496 Page- 0125

Drafted by:

John P. Manning V

Vice President and Counsel

Rabo Agrifinance, Inc.

One CityPlace Dr., Suite 200

St. Louis, MO 63141



0214297

WHEN RECORDED MAIL TO:

RABO AGRIFINANCE, INC.

ONE CITYPLACE DR., SUITE 200

ST. LOUIS, MO 63141

Loan No. 20501133

**ASSIGNMENT OF NEVADA DEED OF TRUST
AND SECURITY AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS: That U.S. Bank National Association as Custodian/Trustee, a National Association, having its principal office and post office address at 180 East Fifth Street St. Paul, MN 55101, party of the first part, in consideration of \$10.00 and other valuable consideration to it in hand paid by Rabo Agrifinance, Inc., whose address is One CityPlace Drive, Suite 200; St. Louis, MO 63141, the party of the second part, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, assign, and set over to said party of the second part, its successors and assigns, a certain Mortgage, Deed of Trust, Security Deed, Act of Mortgage, Trust Deed or similar instrument ("Mortgage") to Rabo Agrifinance, Inc. bearing the date of August 19, 2005, executed by John D. Troyer and Louise R. Troyer, husband and wife to Rabo Agrifinance, Inc situate in Eureka County, Nevada and filed for record on the 13th day of September, 2005 in the records of Eureka County, Nevada, in Book 423 Page 135-151, Document No. 201075, together with all right, title, and interest to the premises described in said Mortgage and together with the Security Agreement and the Promissory Note therein described and the money due or to become due thereon, with interest, and together with all other instruments evidencing or securing repayment of the loan.

SEE ATTACHED EXHIBIT A, LEGAL DESCRIPTION

TO HAVE AND TO HOLD the same unto Rabo Agrifinance, Inc., its successors and assigns forever, subject only to the provisions contained in the said Mortgage.

IT BEING UNDERSTOOD AND AGREED, however, that this Assignment is made without recourse to and without covenant or warranty express or implied by the

Exhibit "A"
Legal Description

PARCEL 1:

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

Section 33: SE1/4

EXCEPTING THEREFROM, all coal and other valuable minerals and all fissionable materials as reserved in Patent executed by the United States of America recorded March 18, 1954, in Book 24, Page 313, Deed Records, Eureka County, Nevada.

FURTHER EXCEPTING THEREFROM, all oil and gas as reserved in Deed executed by RICHARD E. KEPHART and MARI A. KEPHART recorded on September 17, 1976, in Book 26, Page 466, Official Records, Eureka County, Nevada.

PARCEL 2:

TOWNSHIP 21 NORTH , RANGE 53 EAST, M.D.B. & M.

Section 22: NW1/4;

EXCEPTING THEREFROM, all the oil and gas, potash and sodium in said land, reserved by THE UNITED STATES OF AMERICA, in Patent recorded July 28, 1969 in Book 30, Page 149, Official Records, Eureka County, Nevada.

20 501133

