

## Official Record

Recording Requested By  
STEWART TITLE ELKO

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$20.00

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RPTT: \$0.00

Recorded By FS

Book- 0497 Page- 0358



0214602

This document was recorded by  
Stewart Title of Northeastern Nevada as  
an accommodation only. It has not been  
examined as to its execution or as to its  
effects upon the title.

Prepared By: Anabaptist Financial

Return To: Anabaptist Financial, 1245 Old Route 15, New Columbia, PA 17856

Tax Parcel ID #: 007-440-11

R21805-1

MORTGAGE

This Mortgage is made and entered into on the 21<sup>st</sup> day of February, 2010, by Lynford and Susan Miller, of Eureka County, Nevada, having an address at HC 62 Box 62155, Eureka, NV 89316 (jointly and severally, "Mortgagor"), and ANABAPTIST FINANCIAL, having an address at 1245 Old Route 15, New Columbia, PA 17856 ("Lender").

Mortgagor by this Mortgage grants and conveys to Lender all of Mortgagor's right, title and interest in the property (the "premises") situated in Eureka County, Nevada, as more specifically described in the attached Exhibit "A", together with (a) all the buildings and improvements now or hereafter erected on the premises, (b) all easements, rights and appurtenances belonging to or benefiting the premises, (c) all rents, issues and profits pertaining to or arising from the premises, and (d) all fixtures, machinery, equipment and appliances now or hereafter attached to or located upon or used in connection with the premises, the premises and the property described in subparagraphs (a) through (d) above being referred to in this Mortgage as the "Mortgaged Property".

TO HAVE AND TO HOLD the Mortgaged Property unto Lender, Lender's successors and assigns, forever, in fee.

1) Obligations Secured. This Mortgage and the rights in the Mortgaged Property granted to Lender shall secure the obligation of Mortgagor to pay or perform the following:

a) Payment and performance of Mortgagor's obligations to Lender under a promissory note (the "Note") bearing even date herewith evidencing Mortgagor's indebtedness to Lender in the principal amount of One Hundred Ninety-nine Thousand Five Hundred and 00/100 Dollars (\$199,500.00), which indebtedness is repayable with interest as provided in the Note, together with any

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renewals, extensions or modifications of the Note; and

b) All other obligations of any Mortgagor to Lender, fixed or contingent, whether now or hereafter incurred or created and whether in excess of the indebtedness evidenced by the Note; and

(c) All costs and expenses (including Lender's attorney's fees), together with interest thereon, expended or incurred by Lender (i) pursuant to paragraph 8 of this Mortgage and (ii) in the collection of the sums secured by this Mortgage and (iii) in the perfection or enforcement of Lender's rights under the Note or this Mortgage.

2) Covenants. Until all sums secured by this Mortgage are paid in full, Mortgagor covenants and agrees with Lender as follows:

a) To pay when due the principal of and interest on, and to perform and observe all of the agreements contained in the Note and this Mortgage.

b) To pay, at least thirty (30) days prior to the accrual of any interest or penalty, all taxes, water and sewer rents, assessments and all other charges or claims which may be assessed or levied upon the Mortgaged Property at any time; and to deliver to Lender within fifteen (15) days after such payment evidence of such payment in form satisfactory to Lender.

c) To maintain at all times with respect to the Mortgaged Property insurance against such hazards, in such amounts, and with insurers as are satisfactory to Lender; and to pay as and when due all premiums for such Insurance. In the event of any loss or damage to the Mortgaged Property, Lender may file proof of loss if not filed promptly by Mortgagor. Mortgagor directs any insurer to pay directly to Lender any proceeds which may be payable under any insurance, including return of unearned premiums; and Lender at Lender's option may apply such proceeds on account of amounts due pursuant to the Note or secured by this Mortgage or Lender may apply such payments to the repair and restoration of the Mortgaged Property. All insurance policies and renewals thereof shall include a standard mortgagee clause in favor of and in form acceptable to Lender.

d) To maintain the Mortgaged Property in good condition, order and repair; to make restorations and replacements reasonably required by Lender; not to make or permit to be made any alteration to or demolition of the Mortgaged Property without first obtaining the written consent of Lender, which consent Lender reserves the right to refuse; and to permit Lender and Lender's representatives to enter the Mortgaged Property and inspect the Mortgaged Property at all reasonable times.

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e) To pay when due all sums payable under or secured by, and to perform and observe all agreements contained in, any mortgage or other lien which may have priority over the lien of this Mortgage; and upon request of Lender, to deliver to Lender satisfactory evidence of such payment and performance.

f) To execute and deliver to Lender upon request such documents and statements as Lender may require to perfect, protect or extend the lien or priority of this Mortgage and to pay all costs of recording or filing such documents or statements as Lender may require.

3) **Default.** The occurrence of any of the following events shall constitute a default under this Mortgage:

a) The occurrence of a default or event of default as set forth in the Note.

b) Failure of Mortgagor to observe and perform any covenant or agreement contained in (i) the Note or (ii) this Mortgage or (iii) in any other agreement between Lender and Mortgagor.

c) Any representation, warranty, financial statement or other information made or furnished by Mortgagor to Lender in connection with the Note, this Mortgage or any other obligation or indebtedness of Mortgagor to Lender shall prove to have been false or erroneous in any respect when made or furnished.

d) Any proceeding shall be commenced by or against Mortgagor, or by or against any other person directly or contingently liable on the Note, seeking liquidation, reorganization or other relief under any bankruptcy, insolvency or other similar law.

e) Commencement of any action or proceeding to foreclose or issue execution on the Mortgaged Property or any part of the Mortgaged Property.

f) Mortgagor shall sell or convey the Mortgaged Property or any part of the Mortgaged Property or any interest in the Mortgaged Property or fail to occupy continuously and permanently the Mortgaged Property as Mortgagor's principal residence without first obtaining the written consent of Lender, which consent Lender reserves the right to refuse.

4) **Remedies.** The unpaid principal indebtedness evidenced by the Note and all other sums secured by this Mortgage, together with accrued interest, shall be immediately due and payable at the

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option of Lender, without notice or demand, upon the occurrence of any default specified in paragraph 3; and upon occurrence of such a default, Lender may immediately and without notice to Mortgagor:

a) Institute appropriate actions to foreclose this Mortgage and Lender may proceed in such actions to judgment and execution; and

b) Exercise Lender's right to become a mortgagee in possession of the Mortgaged Property and Lender may upon obtaining possession of the Mortgaged Property exercise all rights as a mortgagee in possession; and

c) Take such other actions at law or in equity to enforce this Mortgage and to collect all sums secured by this Mortgage.

5) Remedies Cumulative; Waiver. All remedies provided in the Note or in this Mortgage or in any other document delivered by Mortgagor to Lender are distinct and cumulative to any other right or remedy afforded by law or equity, all of which remedies may be exercised by Lender concurrently, independently or successively.

6) Condemnation. In the event of any condemnation or taking of any part of the Mortgaged Property by eminent domain or other authority, all proceeds (whether the award or agreed compensation for the damages sustained) payable to Mortgagor shall be paid to Lender; and Lender at Lender's option may apply such proceeds on account of amounts due pursuant to the Note or secured by this Mortgage or Lender may apply such payments to the repair and restoration of the Mortgaged Property.

7) Application of Payments. All payments received by Lender shall be applied by Lender first to payment of any amounts advanced by Lender to protect Lender's security in the Mortgaged Property, then to any late charges due by Mortgagor, then to interest payable on the Note and then to principal of the Note.

8) Taxes, Assessments, etc. If Mortgagor should (a) fail to pay taxes, assessments, water and sewer rents, sums due under any prior lien or insurance premiums relating to the Mortgaged Property, or (b) fail to make necessary repairs, or (c) permit waste, or (d) fail to cure any default under any prior lien, then Lender, at Lender's election and without notice to Mortgagor shall have the right to make any such payment or expenditure and to take any action which Mortgagor should have made or taken or which Lender deems advisable to protect the security of this Mortgage or the Mortgaged Property. Any amounts advanced by Lender pursuant to this Mortgage shall be immediately due from Mortgagor to Lender, shall be secured by this Mortgage (and the lien therefore shall relate back to the



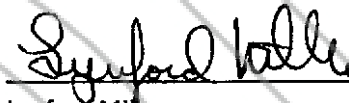
date of this Mortgage) and shall bear interest from the date of payment by Lender until the date of repayment at a rate payable from time to time on outstanding principal under the Note.


9) Defeasance. If Mortgagor shall observe all the covenants and agreements on Mortgagor's part contained in the Note, this Mortgage and any other obligation of Mortgagor to Lender, then this Mortgage shall become void.

10) Binding Effect; Benefit. Any act or agreement to be done or performed by Mortgagor shall be construed as a covenant running with the land and shall be binding upon Mortgagor and Mortgagor's personal representatives and assigns as if each personal representative and assign had made such agreement. This Mortgage shall inure to the benefit of Lender and Lender's successors and assigns.

11) Construction. As used in this Mortgage, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders. The liability of each Mortgagor, if more than one, shall be joint and several.

IN WITNESS WHEREOF, Mortgagor, intending this Mortgage to be a sealed instrument which is legally binding, has caused this Mortgage to be duly executed and delivered.

  
\_\_\_\_\_  
Lynford Miller

  
\_\_\_\_\_  
Susan Miller




STATE OF NEVADA :

:SS.

COUNTY OF Eureka :

On this, the 4<sup>th</sup> day of February, 2010, before me, the undersigned officer, personally appeared Lynford Miller and Susan Miller, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing Mortgage, who acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:



## EXHIBIT "A"

The land referred to herein is situated in the State of Nevada, County of Eureka, described as follows:

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

Section 27: E1/2W1/2; W1/2E1/2;

EXCEPTING THEREFROM an undivided 50 percent interest in and to all oil, gas and other minerals in and under said land reserved by MARIA TERESE LABARRY, et al, in Deed recorded January 5, 1973 in Book 44, Page 222, Official Records, Eureka County, Nevada.

FURTHER EXCEPTING Therefrom all of Sellers right, title and interest in oil, gas and mineral rights upon or within said land as reserved by BURNHAM FARMS, LLC., a Nevada Limited Liability Company in Deed Recorded April 11, 2005 in Book 408, Page 400, Official Records, Eureka County, Nevada.

