

<b>A.P.N. #</b>	007-200-29
<b>Escrow No.</b>	1044091-21
<b>Recording Requested By:</b> Stewart Title	
<b>When Recorded Mail To:</b> Richard E. Kephart HC 62 Box 62570 Eureka, NV 89316	

**DOC# 219386**  
 12/30/2011 01:00PM  
**Official Record**  
 Requested By  
 STEWART TITLE ELKO  
 Eureka County - NV  
**Mike Rebaleati - Recorder**  
 Page: 1 of 14 Fee: \$27.00  
 Recorded By FS RPTT: \$0.00  
 Book- 0527 Page- 0109  
  
 0219386

(for recorders use only)

**DEED OF TRUST**  
**(Title of Document)**

**Please complete Affirmation Statement below:**

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

**-OR-**

☐ I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law:

(State specific law)

**Signature**

**Title**

**Print Signature**

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

This cover page must be typed or printed in black ink.

(Additional recording fee applies)

## FIRST DEED OF TRUST

**THIS DEED OF TRUST**, made and entered into as of the 30<sup>th</sup> day of December, 2011, by and between Martin P. Etcheverry and Kathleen A. Etcheverry as Trustees of the Martin P. and Kathleen A. Etcheverry Family Trust dated March 26, 2004, Mark T. Etcheverry and Jennifer Etcheverry, husband and wife, and The Michel and Margaret Etcheverry Family Limited Partnership, a California limited partnership, of Bakersfield, California, First Parties, being hereinafter called the Grantors, Stewart Title of Nevada Holding, Inc., a Nevada corporation, Second Party, hereinafter called the Trustee; and Richard E. Kephart and Mari Alice Kephart, Trustees of the R. E. and M. A. Kephart Family Trust, Third Parties, hereinafter called the Beneficiaries; it being understood that the words used herein in any gender includes all other genders, the singular number includes the plural, and the plural the singular,

### WITNESSETH:

**THAT WHEREAS**, the said Grantors are indebted to the said Beneficiaries, Richard E. Kephart and Mari Alice Kephart, Trustees of the R. E. and M. A. Kephart Family Trust, in the sum of THREE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$325,000.00), lawful money of the United States, and have agreed to pay the same according to the terms and tenor of a certain Promissory Note of even date herewith, and made, executed and delivered by said Grantors to said Beneficiaries, which Note is in the words and figures as follows, to wit:

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**PROMISSORY NOTE**

\$325,000.00

Elko, Nevada, December <sup>30</sup>~~20~~, 2011.

**FOR VALUE RECEIVED**, the Makers promise to pay to the order of Richard E. Kephart and Mari Alice Kephart, Trustees of the R. E. Kephart and M. A. Kephart Family Trust, at Eureka, Nevada, or wherever payment may be demanded by the holders of this Note, the sum of **THREE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$325,000.00)**, together with interest on the declining balance to accrue at the rate of six percent (6%) per annum from the date hereof until paid, all in the manner following, to-wit:

\$33,462.90 on or before December 1, 2012, and a like sum on or before the same date of each year thereafter, until the entire principal and interest balance have been paid in full. All payments shall apply first to accrued interest to date of payment and the remainder upon the principal. No prepayments shall be made without the consent of Sellers.


The Makers and endorsers waive demand, diligence, presentment, protest and notice of protest and nonpayment.

In the event of default in the payment of any sum of principal or interest, or both, due hereunder, according to the terms and tenor hereof, or in the performance of any of the provisions of any security instruments now or hereafter securing this Note, the holders may, at their option, declare the entire amount of principal and interest due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

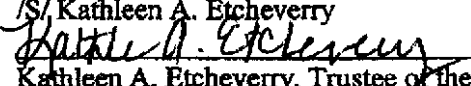
In case of default in the payment of any part of the principal or interest due hereunder, the Makers promise and agree to pay the holders' reasonable attorney fee and costs incurred in collecting the same before and during litigation or nonjudicial foreclosure.

This Note is secured by Deed of Trust of even date herewith.

/S/ Martin P. Etcheverry

  
Martin P. Etcheverry, Trustee of the  
Martin P. and Kathleen A. Etcheverry  
Family Trust dated March 26, 2004

/S/ Kathleen A. Etcheverry

  
Kathleen A. Etcheverry, Trustee of the  
Martin P. and Kathleen A. Etcheverry  
Family Trust dated March 26, 2004

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/S/ Mark T. Etcheverry

Mark T. Etcheverry  
Mark T. Etcheverry

/S/ Jennifer Etcheverry

Jennifer Etcheverry  
Jennifer Etcheverry

THE MICHEL and MARGARET  
ETCHEVERRY FAMILY LIMITED  
PARTNERSHIP, a California limited  
Partnership

/S/ Martin P. Etcheverry

By: \_\_\_\_\_  
Martin P. Etcheverry, General Partner

/S/ Mark T. Etcheverry

By: Mark T. Etcheverry  
Mark T. Etcheverry, General Partner

/S/ Maureen C. Etcheverry

By: \_\_\_\_\_  
Maureen C. Etcheverry, General Partner

/S/ Michael K. Etcheverry

By: \_\_\_\_\_  
Michael K. Etcheverry, General Partner

\_\_\_\_\_  
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/S/ Mark T. Etcheverry

\_\_\_\_\_  
Mark T. Etcheverry

/S/ Jennifer Etcheverry

\_\_\_\_\_  
Jennifer Etcheverry

THE MICHEL and MARGARET  
ETCHEVERRY FAMILY LIMITED  
PARTNERSHIP, a California limited  
Partnership

/S/ Martin P. Etcheverry

By: \_\_\_\_\_  
Martin P. Etcheverry, General Partner

/S/ Mark T. Etcheverry

By: \_\_\_\_\_  
Mark T. Etcheverry, General Partner

/S/ Maureen C. Etcheverry

By: \_\_\_\_\_  
Maureen C. Etcheverry, General Partner

/S/ Michael K. Etcheverry

By: \_\_\_\_\_  
Michael K. Etcheverry, General Partner

\_\_\_\_\_  
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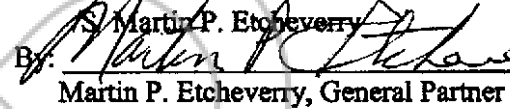
/S/ Mark T. Etcheverry

\_\_\_\_\_  
Mark T. Etcheverry

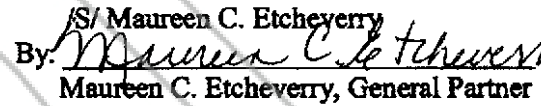
/S/ Jennifer Etcheverry

\_\_\_\_\_  
Jennifer Etcheverry

THE MICHEL and MARGARET  
ETCHEVERRY FAMILY LIMITED  
PARTNERSHIP, a California limited  
Partnership

/S/ Martin P. Etcheverry  
By:   
Martin P. Etcheverry, General Partner

/S/ Mark T. Etcheverry  
By: \_\_\_\_\_  
Mark T. Etcheverry, General Partner

/S/ Maureen C. Etcheverry  
By:   
Maureen C. Etcheverry, General Partner

/S/ Michael K. Etcheverry  
By: \_\_\_\_\_  
Michael K. Etcheverry, General Partner

\_\_\_\_\_  
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**NOW, THEREFORE**, the said Grantors, for the purpose of securing the payment of said Promissory Note, and also the payment of all monies herein agreed or provided to be paid by the said Grantors, or which may be paid out or advanced by the said Beneficiaries or Trustee under the provisions of this instrument, with interest in each case, do hereby grant, bargain, sell, convey and confirm unto the said Trustee all of the right, title and interest, claim and demand, as well in law as in equity, which the said Grantors may now have or may hereafter acquire of, in or to the following described real property situate in the County of Eureka, State of Nevada, and being more particularly described as follows, to wit:

Township 21 North, Range 53 East, MDB&M

Section 16: E½

TOGETHER WITH all improvements including but not limited to the following:

TOGETHER WITH all water, water rights, rights to the use of water, dams, ditches, canals, pipelines, reservoirs, wells and all other means for the diversion or use of water appurtenant to the real property, or any part thereof, or used or enjoyed in connection with the use of any of said lands, including but not limited to the following Water Permits:

Application No. 19012 – Any right, title or interest (forfeited)

Application No. 19013 – Any right, title or interest (forfeited)

Application No. 33018 (Certificate No. 11069)

Application No. 33019 (Certificate No. 11070)

TOGETHER WITH all pivots, motors, pumps, panels and other improvements situate on the aforesaid real property which shall include:

North Pivot - 7 Tower Standard Valley Pivot with all electrical panels, etc., and a 100 HP Electric Pump Motor in the Well

South Pivot - 10 Short Tower Kroy Pivot with electrical panels, etc. and a 125 HP Electric Pump Motor in the Well

Hay Barn - approximately 120 feet long by 40 feet wide

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

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**TO HAVE AND TO HOLD** the said premises, together with the appurtenances, unto the said Trustee, and to its successors and assigns, for the uses and purposes herein mentioned.

The following covenants, Nos. 1, 2 (\$50,000 on Hay Barn), 3, 4 (None), 5, 6, 7 (reasonable), 8 and 9 of NRS 107.030, are hereby adopted and made a part of this Deed of Trust.

This Deed of Trust also secures payment for further sums and the promissory notes evidencing the same, together with interest as shall be provided for therein, as may hereafter be loaned or advanced by the Beneficiaries to the Grantors.

Said Grantors, in consideration of the premises, hereby covenant and agree that neither the acceptance nor existence, now or hereafter, of 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 any such other security now held or hereafter acquired.

The Grantors expressly covenant and agree at all times during the term hereof, and with respect to the land herein described, and all buildings and other improvements now or hereafter located or placed thereon:

1. To properly care for and maintain the same in their present condition, order and repair, ordinary and reasonable wear and tear excepted.
2. Not to alter, remove or change the present use of the same without the prior written consent of the Beneficiaries.
3. Not to commit or permit any waste of the same.
4. Not to do any other act or omit to do any other act which results, or is likely to result, in a reduction or impairment of the value of the same.

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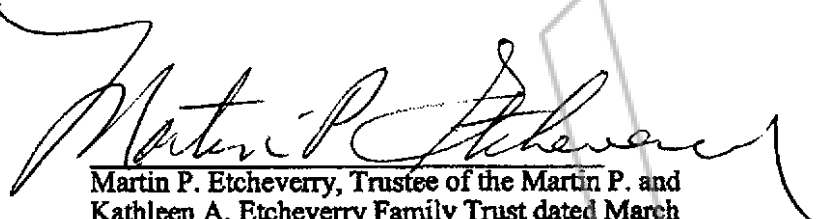
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IN WITNESS WHEREOF, the said Grantors have hereunto set their hands as of the day  
and year first hereinabove written.

  
Martin P. Etcheverry, Trustee of the Martin P. and  
Kathleen A. Etcheverry Family Trust dated March  
26, 2004

  
Kathleen A. Etcheverry, Trustee of the Martin P.  
and Kathleen A. Etcheverry Family Trust dated  
March 26, 2004

\_\_\_\_\_  
Mark T. Etcheverry

\_\_\_\_\_  
Jennifer Etcheverry

THE MICHEL and MARGARET ETCHEVERRY  
FAMILY LIMITED PARTNERSHIP, a California  
limited Partnership

By: 

Martin P. Etcheverry, General Partner

By: \_\_\_\_\_

Mark T. Etcheverry, General Partner

By: 

Maureen C. Etcheverry, General Partner

By: \_\_\_\_\_

Michael K. Etcheverry, General Partner

[NOTARIZATIONS ON FOLLOWING PAGES]

\_\_\_\_\_  
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IN WITNESS WHEREOF, the said Grantors have hereunto set their hands as of the day and year first hereinabove written.

Martin P. Etcheverry, Trustee of the Martin P. and  
Kathleen A. Etcheverry Family Trust dated March  
26, 2004

Kathleen A. Etcheverry, Trustee of the Martin P.  
and Kathleen A. Etcheverry Family Trust dated  
March 26, 2004

Mark T. Etcheverry  
Mark T. Etcheverry

Jennifer Etcheverry  
Jennifer Etcheverry

THE MICHEL and MARGARET ETCHEVERRY  
FAMILY LIMITED PARTNERSHIP, a California  
limited Partnership

By: Martin P. Etcheverry, General Partner

By: Mark T. Etcheverry  
Mark T. Etcheverry, General Partner

By: Maureen C. Etcheverry, General Partner

By: Michael K. Etcheverry, General Partner

[NOTARIZATIONS ON FOLLOWING PAGES]

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**IN WITNESS WHEREOF**, the said Grantors have hereunto set their hands as of the day and year first hereinabove written.

Martin P. Etcheverry, Trustee of the Martin P. and  
Kathleen A. Etcheverry Family Trust dated March  
26, 2004

Kathleen A. Etcheverry, Trustee of the Martin P.  
and Kathleen A. Etcheverry Family Trust dated  
March 26, 2004

Mark T. Etcheverry

Jennifer Etcheverry

**THE MICHEL and MARGARET ETCHEVERRY  
FAMILY LIMITED PARTNERSHIP, a California  
limited Partnership**

By: Martin P. Etcheverry, General Partner

By: Mark T. Etcheverry, General Partner

By: Maureen C. Etcheverry, General Partner

By: Michael K. Etcheverry, General Partner

[NOTARIZATIONS ON FOLLOWING PAGES]

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State of California )  
County of KERN ) SS.

On December 27, 2011, before me, Amrit Kaur Sandhu, a Notary Public, personally appeared Martin P. Etcheverry, who proved to me on the basis of satisfactory evidence to be the person who name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Trustee of the Martin P. Etcheverry and Kathleen A. Etcheverry Trust dated March 26, 2004 and as General Partner of the Michel and Margaret Etcheverry Family Limited Partnership, a California limited partnership, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



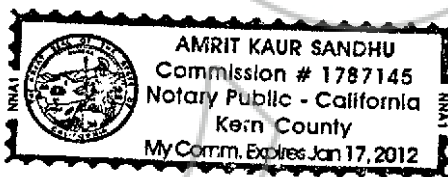
A handwritten signature in black ink, appearing to read "Amrit Kaur Sandhu", written over a horizontal line.

State of California )  
County of KERN ) SS.

On December 27, 2011, before me, Amrit Kaur Sandhu, a Notary Public, personally appeared Kathleen A. Etcheverry, who proved to me on the basis of satisfactory evidence to be the person who name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as Trustee of the Martin P. Etcheverry and Kathleen A. Etcheverry Trust dated March 26, 2004, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



A handwritten signature in black ink, appearing to read "Amrit Kaur Sandhu", written over a horizontal line.

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State of California  
County of San Luis Obispo } SS.

On December 27, 2011, before me, Susan Zimmerman, a Notary Public, personally appeared Mark T. Etcheverry, who proved to me on the basis of satisfactory evidence to be the person who name is subscribed to the within instrument and acknowledged to me that he executed the same as an individual and in his capacity as General Partner of the Michel and Margaret Etcheverry Family Limited Partnership, a California limited partnership, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Susan Zimmerman Notary Public



State of California  
County of San Luis Obispo } SS.

On December 27, 2011, before me, Susan Zimmerman, a Notary Public, personally appeared Jennifer Etcheverry, who proved to me on the basis of satisfactory evidence to be the person who name is subscribed to the within instrument and acknowledged to me that she executed the same as an individual and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Susan Zimmerman Notary Public



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State of California

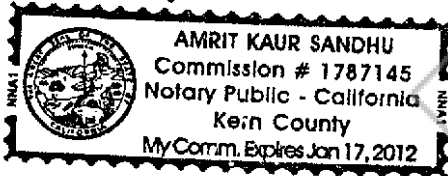
County of KERN

} SS.

On December 27, 2011, before me, Amrit Kaur Sandhu, a Notary Public, personally appeared Maureen C. Etcheverry, who proved to me on the basis of satisfactory evidence to be the person who name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as General Partner of the Michel and Margaret Etcheverry Family Limited Partnership, a California limited partnership, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



A handwritten signature in black ink, appearing to be 'Amrit Kaur Sandhu', written over a horizontal line.

State of California

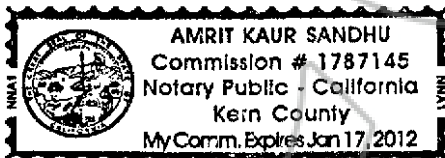
County of KERN

} SS.

On December 27, 2011, before me, Amrit Kaur Sandhu, a Notary Public, personally appeared Michael K. Etcheverry, who proved to me on the basis of satisfactory evidence to be the person who name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as General Partner of the Michel and Margaret Etcheverry Family Limited Partnership, a California limited partnership, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



11120161.jas.wpd  
December 27, 2011

A handwritten signature in black ink, appearing to be 'Amrit Kaur Sandhu', written over a horizontal line.

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