

APN# 067-200-32

DOC# **220320**

05/03/2012

09:10AM

**Official Record**

Mailing Address of Grantee or Other Person Requesting  
Recording:

Stewart Title Company  
810 Idaho Street  
Elko NV 89801  
(406) 661-21

Requested By  
STEWART TITLE ELKO

Eureka County - NV

Mike Rebaleati - Recorder

Page: 1 of 7 Fee: \$20.00

Recorded By FS RPTT: \$0.00

Book- 0531 Page- 0171



0220320

Mail Tax Statements to:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Social Security Number Affirmation Statement:



In accordance with NRS 239B.030, the undersigned person recording this document hereby affirms that this document does not contain the social security number of any person;

-OR-



In accordance with NRS 239B.030, the undersigned person recording this document hereby affirms that this document does contain the social security number of a person.

Pamela D. Aguirre  
Name

Essex Officer  
Title

[Signature]  
Signature

Title of Document Recorded:

Deed of Trust

## DEED OF TRUST

**THIS DEED OF TRUST**, made and entered into as of the 3<sup>rd</sup> day of May, 2012, by and between Don L. Bergener and Linda L. Bergener, husband and wife, First Party, hereinafter called Grantors; Stewart Title of Nevada Holdings, Inc., Second Party, hereinafter called Trustee; and John Uhalde & Co., a Nevada corporation, Third Party, hereinafter called Beneficiary; 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 Beneficiary, John Uhalde & Co. in the sum of Ninety-One Thousand Two Hundred Seventy-Nine Dollars and Twenty-Seven Cents (\$91,279.27), 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 Beneficiary, which Note is in the words and figures as follows, to wit:

**WILSON | BARROWS | SALYER | JONES**

442 Court Street | Elko, Nevada 89801 | 775.738.7271



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## Promissory Note

\$91,279.27

Elko, Nevada, May 3, 2012

**FOR VALUE RECEIVED**, the Makers promise to pay to the order of John Uhalde & Co., a Nevada corporation, in Eureka, Nevada, or wherever payment may be demanded by the holder of this Note, the sum of NINETY-ONE THOUSAND TWO HUNDRED SEVENTY-NINE DOLLARS and TWENTY-SEVEN CENTS (\$91,279.27), together with interest accruing upon the declining balance at the rate of FIVE PERCENT (5.00%) per annum from May 12, 2011, and payable in three equal amortized annual payments on November 1, 2012, November 1, 2013 and November 1, 2014, until paid.

The Makers may, at their option, make additional payments or pay the entire unpaid principal, with accrued interest, in full at any time. Said payments shall be applied first to accrued interest to date of payment and the remainder upon the principal. Said additional payments shall not be cumulative payments, but the Makers shall in all events, pay at least the sums required by the above payment schedule.

The Makers and endorser 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 holder may, at its 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 holder's 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 and of even date herewith.

/s/ Don L. Bergener  
Don L. Bergener

/s/ Linda L. Bergener  
Linda L. Bergener

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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 Beneficiary 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: SW1/4

**TOGETHER WITH** all improvements situate thereon.

**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.

**TOGETHER WITH** all water, water rights, rights to the use of water, dams, ditches, canals, pipelines, 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 use of any of said lands, including but not limited to Water Permit No. 21839

**EXCEPTING THEREFROM** all oil, gas, potash and sodium in said land reserve in Patent from the United States of America, recorded October 3, 1963, in Book 27, Page 43, Deed Records, Eureka County, Nevada.

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TOGETHER WITH improvements and personal property as follows:

Lockwood Pivot, Model #2265, Serial No. 640279

Western Pump (no numbers)  
100 HP Motor (no numbers)

New Holland 1118 Swather, Serial No. 537741

Massy Ferguson 1080 Tractor, Serial No. 9B32647

Case 4890 Tractor, Serial No. 8864045

Freeman 330T Baler, Serial No. 35519

Freeman 330T Baler, Serial No. 35296

International 806 Tractor, Serial No. 11825-Y

Injectometer (no numbers)

Oliver Plower (no numbers)

**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 (100% replacement cost), 3, 4 (5%) 5, 6, 7 (legal rate), 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 Beneficiary 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

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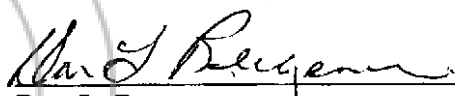
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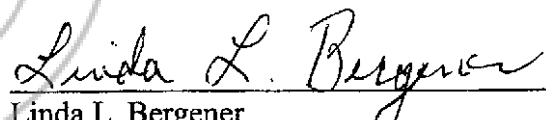
hereby, nor the release thereof, shall operate as a waiver of the security of this Deed of Trust, nor shall this Deed of Trust nor its satisfaction nor a reconveyance made hereunder operate as a waiver of any such other security now held or hereafter acquired.

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 Beneficiary.
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.

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

  
Don L. Bergener

  
Linda L. Bergener

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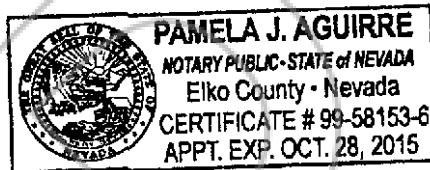
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STATE OF NEVADA, )  
 ) ss.  
COUNTY OF Elko .. )

On March 29, 2012, 2012, personally appeared before me, a Notary Public, Don L. Bergener and Linda L. Bergener, personally known (or proved) to me to be the persons whose names are subscribed to the above instrument who acknowledged that they executed the above instrument.

  
NOTARY PUBLIC

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