

Official Record

Recording requested By
RON DAMELE

Eureka County - NV
Mike Rebaleati - Recorder

Fee: \$23.00

Page 1 of 10

RPTT:

Recorded By: FES

Book- 532 Page-

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APN # A Portion of 001-221-07

Recording Requested by:

Name: Eureka County c/o Recorder/Auditor

Address: P.O. Box 556

City/State/Zip: Eureka, NV 89316

Mail Tax Statements to:

Name: NRHA c/o Tammy Lancaster

Address: 3695 Desatoya Drive

City/State/Zip: Carson City, NV 89701



Please complete Affirmation Statement below:

I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of a person or persons as required by law:

RDDZ Signature (Print name under signature) Ronald D. Damele JR. Title Director

PHASE II MULTIFAMILY DEED OF TRUST AND SECURITY AGREEMENT

Only use the following section if one item applies to your document

This document is being re-recorded to _____

-OR-

This document is being recorded to correct document # _____, and is correcting _____

If legal description is a metes & bounds description, furnish the following information:

Legal description obtained from _____ (Document Title), Book _____ Page _____
Document # _____ recorded _____ (date) in the Eureka County
Recorder's Office.

-OR-

If Surveyor, please provide name and address:

This page added to provide additional information required by NRS 111.312 Sections 1-4. (Additional recording fee applies)

APN: A Portion of 001-221-07

The undersigned hereby affirms that this document, including any exhibits, hereby submitted for recording DOES NOT contain the social security number of a person or persons as required by law.

**PHASE II MULTIFAMILY DEED OF TRUST
AND SECURITY AGREEMENT AND FIXTURE FILING**

THIS PHASE II MULTIFAMILY DEED OF TRUST AND SECURITY AGREEMENT AND FIXTURE FILING ("Agreement") is made this 25th day of May, 2012, by and among NEVADA RURAL HOUSING AUTHORITY, a local government entity created and organized under Nevada Revised Statutes Chapter 315, as trustor and debtor ("Trustor"), whose address is: 3695 Desatoya Drive, Carson City, Nevada 89701, STEWART TITLE OF NEVADA HOLDINGS, INC., a Nevada corporation, whose address is: 5335 Kietzke Lane, Suite 110, Reno, Nevada 89511, as trustee ("Trustee"), and EUREKA COUNTY, NEVADA, a political subdivision of the State of Nevada, as beneficiary and secured party ("Beneficiary"), whose address is: 10 South Main Street, P.O. Box 677, Eureka, Nevada 89316.

WITNESSETH:

1. Grants. For good and valuable consideration, Trustor hereby irrevocably and unconditionally grants, transfers and assigns to Trustee, in trust, with power of sale, all that certain real property located in Eureka County, Nevada, as more particularly described in Exhibit A attached hereto and incorporated herein ("Land"), together with all right, title and interest of Trustor in all buildings and improvements now located or hereafter to be constructed thereon (collectively "Improvements"), the Appurtenant Rights and Easements and the Proceeds of the Land, Improvements and Appurtenant Rights and Easements, all as more particularly described below (collectively, "Real Property"), and further grants, assigns and transfers to Beneficiary a security interest in the Personal Property and the Proceeds of the Personal Property, as more particularly described below;

"Appurtenant Rights and Easements" means, collectively, any and all interests, claims, or rights which Trustor may hereafter acquire in the Real Property, and all right, title and interest of

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Trustor in the appurtenances, hereditaments, privileges, reversions, remainders, profits, easements, franchises and tenements thereof;

"Personal Property" means, collectively, all right, title and interest of Trustor now held, or hereafter acquired, in all equipment, machinery, fixtures, signs, chattels, furniture, furnishings and other articles of tangible personal property, and any additions to, substitutions for, changes in or replacements of the whole or any part thereof now or at any time hereafter affixed to, attached to, placed upon or used, or intended to be used, in any way in connection with the development, use, enjoyment, occupancy or operation of the Real Property or any portion thereof, all building materials and equipment now or hereafter delivered to the Real Property and intended to be installed in or about the same, and all inventory, deposit accounts, accounts receivable, general intangibles, contract rights, development and use rights, governmental approvals, permits, licenses, applications, architectural and engineering plans, specifications and drawings, architectural, engineering and construction contracts, chattel paper, instruments, documents, notes, drafts and letters of credit arising from or related to the Real Property and any business conducted thereon by Trustor and any other intangible personal property and rights relating to the Real Property or any part thereof or to the operation thereof or used in connection therewith, including, without limitation, tradenames and trademarks, and all Proceeds of the Personal Property;

"Proceeds" means, collectively, all right, title and interest of Trustor now held, or hereafter acquired, to all proceeds (including claims or demands thereto) from the conversion, voluntary or involuntary, of any of the Real Property or Personal Property into cash or liquidated claims, including, without limitation, proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments in lieu thereof made by any public body or decree by any court of competent jurisdiction for taking or for degradation of the value in any condemnation or eminent domain proceeding, and all causes of action and the proceeds thereof of all types for any damage or injury to the Real Property or Personal Property or any part thereof, including, without limitation, causes of action arising in tort or contract and causes of action for fraud or concealment of a material fact, and all proceeds from the sale thereof.

2. Obligations Secured. Trustor makes this Phase II Multifamily Deed of Trust for the purposes of securing:

a. Payment of all obligations evidenced by that certain Phase II Multifamily Promissory Note ("Phase II Multifamily Promissory Note"), made by Trustor payable to the order of Beneficiary in the principal sum of **ONE MILLION AND NO/100THS DOLLARS (\$1,000,000.00)**;

b. Payment and performance of all obligations of Trustor under this Phase II Multifamily Deed of Trust, including payment of all sums expended or advanced by Beneficiary hereunder, together with interest thereon at the rate specified herein, in the preservation, enforcement and realization of the rights of Beneficiary hereunder or under any of the other

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obligations secured hereby, including, but not limited to, attorney's fees, court costs, other litigation expenses and foreclosure expenses;

c. Payment and performance of all future advances and other obligations that the then record owner of all or part of the Property may agree to pay or perform for the benefit of Beneficiary, when such obligation is evidenced by a writing which states that it is secured by this Phase II Multifamily Deed of Trust;

d. Payment and performance of all modifications, extensions and renewals (if any) of one or more of the obligations secured hereby, including without limitation (i) modifications of the required principal payment dates or interest payment dates, deferring or accelerating payment dates wholly or partly, and (ii) modifications, extensions or renewals at a different rate of interest whether or not, in the case of a note or other contract, the modification, extension or renewal is evidenced by a new or additional promissory note or other contract.

3. Protection And Preservation Of Security. To protect the security of this Phase II Multifamily Deed of Trust, Trustor agrees to the provisions of Exhibit B, which hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length, that it will observe and perform said provisions.

4. Notices. Any notices by either Party to the other Party required or desired to be given shall be in writing and shall be validly given or made only if (1) delivered personally by hand-delivery, or (2) deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, or (3) made by Federal Express or other similar delivery service which keeps records of deliveries and attempted deliveries, or (4) made by a confirmed transmission by facsimile machine or telecopy during the intended recipient's normal business hours. Service shall be deemed made on the first (1st) business day of attempted delivery or upon receipt, whichever is sooner, and addressed as follows:

If to NRHA:

For business related matters:

Nevada Rural Housing Authority

3695 Desatoya Drive

Carson City, Nevada 89701

Attn: D. Gary Longaker,

Executive Director

Tel: (775) 887-1042

Fax: (775) 887-1838

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For matters relative to financial issues or concerns:

Nevada Rural Housing Authority
3695 Desatoya Drive
Carson City, NV 89701
Attn: Tammy Lancaster, CFO
Tel: (775) 887-1794
Fax: (775) 887-1838

With a copy to:

Jones Vargas
300 East Second Street, Ste. 1510
P.O. Box 281
Reno, Nevada 89504-0281
Attn: Elizabeth Fielder, Esq.
Tel: (775) 786-5000
Fax: (775) 786-1177

If to Eureka County:

County of Eureka
10 South Main Street
P.O. Box 556
Eureka, Nevada 89316
Attn: Michael Rebaleati
Tel: (775) 237-5263
Fax: (775) 237-5614

With a copy to:

Eureka County District Attorney
701 S. Main Street
P.O. Box 190
Eureka, Nevada 89316
Attn: Theodore Beutel, Esq.
Tel: (775) 237-5315
Fax: (775) 237-6005

Any Party may change its address for the purpose of receiving notices or demands as herein provided by written notice given in the manner specified above to the other Party, which notice of change of address shall not become effective, however, until the actual receipt thereof by the other Party.

5. Miscellaneous.

a. The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to Trustor at the address set forth above.

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STATE OF NEVADA)
)ss.
COUNTY OF Eureka)

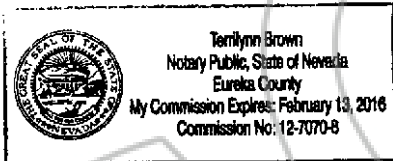
This instrument was acknowledged before me on May 25, 2012, by Leonard J. Fiorenzi, as County Commission Chairman of Eureka County, Nevada, a political subdivision of the State of Nevada.



Terilyn Brown
Notary Public
My Commission Expires:
February 13, 2016

STATE OF NEVADA)
)ss.
COUNTY OF Eureka)

This instrument was acknowledged before me on May 25, 2012, by Beverly Conley, Clerk of the Board of Eureka County Commissioners, Eureka County, Nevada, a political subdivision of the State of Nevada.



Terilyn Brown
Notary Public
My Commission Expires:
February 13, 2016



EXHIBIT A

LEGAL DESCRIPTION OF LAND

**LEGAL DESCRIPTION
PORTION OF APN 001-221-07
EUREKA CANYON MULTI FAMILY PARCEL PHASE 2**

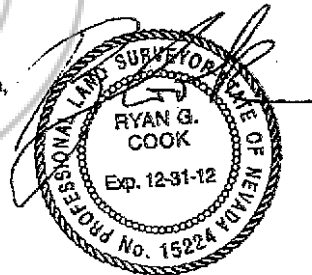
A portion of Adjusted Parcel 1 as shown on the Record of Survey in support of a Boundary Line Adjustment for Eureka County, File Number 217136, recorded on May 20, 2011 in the Official Records of Eureka County situate within the NE 1/4 of Section 11, Township 19 North, Range 53 East, MDM, Eureka County, Nevada being more particularly described as follows:

Beginning at the Southwest Corner of said Adjusted Parcel 1 from which the Northeast Corner of said Section 11 bears North 39°55'30" East a distance of 2582.86 feet;
thence along the West boundary of said Adjusted Parcel 1 North 00°15'32" East a distance of 9.97 feet to the southwest corner of the SE1/4 of the NE1/4 of the SW1/4 of the NE1/4 of said Section 11, being marked by a BLM brass cap monument stamped "S11 C-E-SW-NE 1/256 1989";
thence North 00°15'32" East a distance of 660.60 feet to the southwest corner of the SE1/4 of the SE1/4 of the NW1/4 of the NE1/4 of said Section 11, being marked by a BLM brass cap monument stamped "S11 C-E-W-NE 1/256 1989";
thence North 00°18'02" East a distance of 765.36 feet;
thence departing said West boundary South 90°00'00" East a distance of 112.23 feet;
thence South 45°00'00" East a distance of 161.56 feet;
thence South 89°49'20" East a distance of 39.06 feet to a point on the West boundary of said Adjusted Parcel 1;
thence along said West boundary South 00°10'40" West a distance of 489.81 feet;
thence South 04°56'29" East a distance of 179.40 feet;
thence South 00°15'52" West a distance of 180.09 feet;
thence South 02°33'41" East a distance of 93.92 feet;
thence South 83°05'56" East a distance of 81.47 feet;
thence from a tangent which bears South 06°54'04" West, along a circular curve to the right with a radius of 475.00 feet and a central angle of 34°54'22" an arc length of 289.38 feet;
thence South 41°48'26" West a distance of 38.71 feet;
thence along a tangent circular curve to the right with a radius of 245.00 feet and a central angle of 36°52'20" an arc length of 157.67 feet to a point on the South boundary of said Adjusted Parcel 1;
thence along said South boundary along a tangent circular curve to the right with a radius of 20.00 feet and a central angle of 101°40'59" an arc length of 35.49 feet;
thence with a non-tangent line North 89°38'15" West a distance of 41.00 feet;
thence South 00°21'45" West a distance of 4.14 feet;
thence along a tangent circular curve to the right with a radius of 20.00 feet and a central angle of 90°00'00" an arc length of 31.42 feet;
thence North 89°38'15" West a distance of 7.85 feet to the Point of Beginning.

Said parcel contains an area of approximately 8.84± acres.

Basis of Bearings: Nevada State Plane Coordinate System,
West Zone (NAD 83/94)

Description Prepared By:
Ryan G. Cook, P.L.S. 15224
Summit Engineering Corp.
5405 Mae Anne Ave.
Reno, NV 89523
(775)747-8550



3-20-12



EXHIBIT B

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, NRHA AS TRUSTOR AND GRANTOR AGREES:

1. To properly care for and keep said Property in good condition and repair, not to remove or demolish any building thereon; to complete in a good and workmanlike manner any building which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, ordinances and regulations requiring any alterations or improvements to be made thereon; not to commit or permit any waste thereof; not to commit, suffer, or permit any act to be done in or upon said Property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely and proper manner, which, from the character or use of said Property, may be reasonably necessary, the specific enumerations herein not excluding the general.

2. That if, during the existence of the Trust there be commenced or pending any suit or action affecting said Property, or any part thereof, or the title thereto, or if any adverse claim for or against said Property, or any part thereof, be made or asserted, he will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.

3. Any award of damages in connection with any condemnation for public use or injury to any property or any part thereof is hereby assigned and shall be paid to Beneficiary, who may apply or release such moneys received by Beneficiary in the same manner and with the same affect as herein provided for disposition of proceeds of insurance.

4. Trustee shall be under no obligation to notify any party hereto of any pending sale hereunder or of action or proceeding of any kind in which Grantor, Beneficiary and/or Trustee shall be named as defendant, unless brought by Trustee.

5. Acceptance by Beneficiary of any sum in payment of any indebtedness secured hereby, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as herein provided for failure so to pay.

6. Trustee may, at any time, or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the Note secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said Property: reconvey any part of said Property; consent in writing to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or subordination agreement in connection herewith.

7. Upon receipt of written request from Beneficiary reciting that all sums secured

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hereby have been paid and upon surrender of this Deed of Trust and said Note to Trustee for cancellation and retention and upon payment of its fees, the Trustee shall reconvey without warranty the Property then held hereunder. The recitals in such reconveyances of any matters of fact shall be conclusive proof of the truth thereof. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto," and Trustee is authorized to retain this Deed of Trust and Note.

8. The Beneficiary or assigns may, at any time, by instrument in writing, appoint a successor or successors to the Trustee named herein or acting hereunder, which instrument, executed and acknowledged by Beneficiary, and recorded in the Office of the County Recorder of the County or Counties wherein said Property is situated, shall be conclusive proof of the proper substitution of such successor or trustee, who shall have all the estate, powers, duties and trusts in the premises vested in or conferred on the original Trustee. If there be more than one Trustee, either may act alone and execute the Trusts upon the request of the Beneficiary and Trustee's acts shall be deemed to be the acts of all Trustees, and the recital in any conveyance executed by such sole trustee of such requests shall be conclusive evidence thereof, and of the authority of such sole Trustee to act.

9. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

10. Trustee accepts these trusts when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

11. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural, and the term Beneficiary shall include any future holder, including pledgees, of the Note secured hereby.

12. Where not inconsistent with the above the following covenants, No. 1; 2 (full replacement value); 3; and 5 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

* * *

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