

The undersigned hereby affirms that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

APN 008-130-01  
Order No. TSF-22708  
Vince Ferreira  
953 Sutro Spring Road  
Dayton, NV 89403

43880

**DOC# 221029**  
08/27/2012 01:24PM  
**Official Record**  
Requested By  
COW COUNTY TITLE CO.  
**Eureka County - NV**  
**Mike Rebaleati - Recorder**  
Page: 1 of 8 Fee: \$21.00  
Recorded By FS RPTT: \$0.00  
Book- 0536 Page- 0022  
  
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SPACE ABOVE FOR RECORDER'S USE ONLY

### SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 18th day of July 2012, between KEVIN R. BORBA and SUSAN A. BORBA, Husband and Wife, herein called TRUSTOR, whose address is 3785 New Idria Road, Paicines, CA 95043 TITLE SERVICE AND ESCROW COMPANY, a Nevada corporation, herein called TRUSTEE, and VINCE FERREIRA, an Unmarried Man, herein called BENEFICIARY, whose address is 953 Sutro Spring Road, Dayton, NV 89403.

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS, AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Eureka County, Nevada, ("Trust") described as:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF.

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

FOR THE PURPOSE OF SECURING: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the

principal sum of \$1,200,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such additional sums as may hereafter be advanced for the account of Trustor or Assigns by Beneficiary with interest thereon.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES TO:

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 therefore; 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 reasonable necessary, the specific enumerations herein not excluding the general.

2. The Grantor agrees to pay and discharge all costs, fees and expenses of these Trusts, including costs of evidence of title and Trustee's fees in connection with sale, whether completed or not, which amounts shall become due upon delivery to Trustee of Declaration of Default and Demand for sale, as hereinafter provided.

3. The amount collected under any fire insurance policy shall be credited: first, to accrued interest; next to expenditures hereunder; and any remainder upon the principal, and interest shall thereupon cease upon the amount so credited upon principal, provided, however, that at the option of the Beneficiary, the entire amount collected under the policies or any part thereof may be released to the Grantor, without liability upon the Trustee for such release.

4. The Grantor promises and agrees that if, during the existence of the Trust there be commenced or pending any suit or action affecting said conveyed premises, or any part thereof, or the title thereto, or if any adverse claim for or against said premises, 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.

5. Any award of damages in connection with any condemnation for public use of 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 him in the same manner and with the same affect as herein provided for disposition of proceeds of insurance.

6. 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.



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7. Acceptance by Beneficiary of any sum in payment or 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 to pay.

8. 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 notes 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.

9. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed 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 reconveyance of any matters of fact shall be conclusive proof of the trust 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.

(a) Should default be made by Grantor in payment of any indebtedness secured hereby and/or in performance of any agreement herein, and if such default continues after thirty-five (35) days written notice to any subordinate lien holder pursuant to the terms of this Agreement, then Beneficiary may declare all sums secured hereby immediately due by delivery to Trustee of a written declaration of default and demand for sale, and of written notice of default and election to cause said property to be sold (which notice Trustee shall cause to be filed for record) and shall surrender to Trustee this Deed, the notes and all documents evidencing any expenditure secured hereby.

10. After three months shall have elapsed following recordation of any such notice of default, Trustee shall sell said property at such time and at such place in the State of Nevada as the Trustee, in its sole discretion, shall deem best to accomplish the objects of these trusts, having first given notice of such sale as then required by law. Place of sale may be either in the county in which the property to be sold, or any part thereof, is situated, or at an office of the Trustee located in the State of Nevada.

(a) The Grantor, Pledger and Mortgagor of the personal property herein pledged and/or mortgaged waives any and all other demands or notices as conditions precedent to sale of such personalty.

(b) Trustee may postpone sale of all, or any portion, of said property by public announcement at the time fixed by said notice of sale, and may thereafter postpone said sale from time to time by public announcement at the time previously appointed.



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(c) At the time of sale so fixed, Trustee may sell the property so advertised or any part thereof, either as a whole or in separate parcels at its sole discretion, at public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale, and shall deliver to such purchaser a deed conveying the property so sold, but without covenant or warranty, express or implied, Grantor hereby agrees to surrender, immediately and without demand, possession of said property to such purchaser.

11. Trustee shall apply the proceeds of any such sale to payment of: expenses of sale and all charges and expenses of trustee and of these Trusts, including cost of evidence of title and Trustee's fee in connection with sale; all sums expended under the terms hereof, not then repaid, with accrued interest at the rate of ten per cent (10%) per annum; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

12. The Beneficiary or assigns may, at any time, by instrument in writing, appoint a successor 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 his 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.

13. 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.

14. Trustee accepts these truths when this Deed of Trust, duly executed and acknowledge, is made a public record as provided by law.

15. 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.

16. Where not inconsistent with the above the following covenants, No. 1; 2; 3; 4 (10%); 5; 6; 8; of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.



Trustor agrees that Trustor shall not assign or transfer this Deed of Trust, the Promissory Note secured hereby, or any obligation or interest hereunder or the property, or any part thereof, which is described in this Deed of Trust, without written consent of Beneficiary. Any attempted Assignment or Transfer by Trustor in violation of the foregoing provision may, at Beneficiary's option, be deemed a default by the Trustor, and Beneficiary may pursue such remedy or remedies as may be available to it for such a material breach.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

Additionally, written notice of any default hereunder and under the Promissory Note shall be sent certified mail to the subordinate lienholder:

Manuel Faria, Jr. & Dollie Faria  
Daniel J. Faria  
C/o Joseph Horswill  
791 North Cherry Street  
Tulare, California 93274

With Copy to:

Manuel Faria, Jr. and Dollie Faria  
13927 Road 136  
Tipton, California 93272

Daniel J. Faria  
1450 Road 140  
Tipton, California 93272

Manuel Faria, Jr., Dollie Faria, and Daniel J. Faria shall have thirty-five (35) days from the date of mailing of notice to cure the default in performance or payment

  
\_\_\_\_\_  
KEVIN R. BORBA

  
\_\_\_\_\_  
SUSAN A. BORBA

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STATE OF Nevada )  
 ) ss.  
COUNTY OF Lyon )

On 8/23/12 personally appeared before me, a Notary Public (or Judge or other authorized person, as the case may be),

Kevin R. Borba and Susan A. Borba

who acknowledged to me that they executed the within instrument.

Monica Castro  
Notary Public



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**REQUEST FOR FULL RECONVEYANCE**  
To be used only when note has been paid.

To: Title Service and Escrow Company of Lyon County, a Nevada Corporation, Trustee:

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

When Recorded Mail To:

Do not lose or destroy this Deed of Trust OR THE  
NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.



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EXHIBIT "A"

All that certain real property situate in the County of Eureka, State of Nevada, described as follows:

TOWNSHIP 18 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 18: The West Half (W1/2) of the Northeast Quarter (NE1/4) and the East Half (E1/2) of the Northwest Quarter (NW1/4) and the West Half (W1/2) of the Southeast Quarter (SE1/4) and the Southwest Quarter (SW1/4)

Section 19: The Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) and the West Half (W1/2) and the West Half (W1/2) of the Southeast Quarter (SE1/4)

Section 30: The North Half (N1/2) and the North Half (N1/2) of the South Half (S1/2)

EXCEPTING FROM Lots 1, 2, 3 and 4: The Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section 19 and Lots 1, 2, and 3; the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4); the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) and the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section 30, Township 18 North, Range 51 East, M.D.B.&M., all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value as reserved in patent executed by the State of Nevada, recorded March 14, 1975 in Book 51 of Official Records, page 102, Eureka County, Nevada records.

EXCEPTING FROM the above described parcels, all mineral rights and interest, including coal oil, gas and other hydrocarbons, and all other metallic and non-metallic mineral ores and substances, and geothermal steam, hot water, hot brines, thermal energy and gases as conveyed by VALIANT FARMS-EUREKA, INC., to APAL, a Limited Partnership, by various documents of record.

TOGETHER WITH WATER RIGHTS:

Permit No.

Permit No.

11031  
11064

17165  
17191  
10859  
10904  
12187  
12194  
12195



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Together with any other water rights or interest in water rights described above which are situate within Eureka County, State of Nevada, which Grantor may have a record interest, as they pertain and/or are appurtenant to the subject property herein.

TOGETHER WITH The Antelope Valley Grazing Preference which has an active preference of 2,513 AUMs and a suspended preference of 23,915 AUMs. The Eastern boundary of said preference shall be defined as follows: from the point where Roy Rissi's BLM permit intersects the Arambel allotment then following the Arambel boundary South by Southeast to the Fish Creek Mountain Ridge Line, then bearing south along the ridge line of the Fish Creek Mountains to a point where said line intersects the Duck Water Allotment. Transferee shall graze no cattle east of this line.

The Nine Mile Allotment has an active preference of 802 sheep AUMs.



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