

APN: 006-130-05
006-220-07

DOC# 224978
10/11/2013 03:56PM

Official Record

Requested By
STEWART TITLE ELKO

Eureka County - NV

Mike Rebaleati - Recorder

Page: 1 of 10 Fee: \$23.00
Recorded By FS RPTT: \$0.00
Book- 0555 Page- 0339



0224978

TRUSTORS' ADDRESS FOR TAX STATEMENTS:

Ira & Montira Renner
HC 30 Box 343
Spring Creek, NV 89815

When recorded return to:

Stewart Title of Nevada
810 Idaho Street
Elko, NV 89801

01415-6736

DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT, is made this _____ day of OCTOBER 11, 2013, by and between **IRA R. RENNER and MONTIRA RENNER**, husband and wife as community property with rights of survivorship, as Trustors (Debtors), and **STEWART TITLE COMPANY**, as Trustee, and **SHIRLEY A. ROTHER BOMHOFF**, as Beneficiary (Secured Party).

W I T N E S S E T H:

Trustors hereby grant, transfer and assign to the Trustee in trust, with power of sale, all of the following described real property, fixtures and personal property situate in the County of Eureka, State of Nevada, more particularly described as follows:

REAL PROPERTY:

PARCEL 1:

TOWNSHIP 25 NORTH, RANGE 53 EAST, M.D.B.&M.

Section 5: Lots 3 and 4; S $\frac{1}{2}$ NW $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$;
N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 6: Lots 1 and 2; S $\frac{1}{2}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$

TOWNSHIP 26 NORTH, RANGE 53 EAST, M.D.B.&M.

Section 32: S $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$

EXCEPTING THEREFROM an undivided one-half interest in and to all coal, oil, gas and other minerals of every kind and nature in and under said land as reserved in Deed from GEORGE M. SMIRALDO and ALMA SMIRALDO, his wife, recorded March 1, 1961, in Book 26, Page 16, Deed Records, Eureka County, Nevada.

PARCEL 2:

TOWNSHIP 26 NORTH, RANGE 53 EAST, M.D.B.&M.

Section 31: Lots 9 and 10; ~~E-W-E~~; ~~E-W-E~~;

EXCEPTING THEREFROM all mineral deposits in and under said land reserved by the UNITED STATES OF AMERICA, in Patent recorded January 26, 1979, in Book 68, Page 393, Official Records, Eureka County, Nevada.

AS TO ALL PARCELS:

TOGETHER WITH all building and improvements situate thereon.

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

SUBJECT TO all taxes and assessments, reservations, exceptions, easements, rights of way, limitations, covenants, conditions, restrictions, terms, liens, charges and licenses affecting the property of record.

TOGETHER WITH all water and water rights, ditch or ditch rights and other rights to water, of any nature whatsoever, appurtenant to the property, including but not limited to the following permit numbers:

39106
39107
52465
58058
58059
V04231
37914
37915
37917



37918
37919
37920
37921
37922
37923
37925
50075
50076
73570
73571
73572
73573
V02432

TOGETHER WITH all grazing and grazing rights appurtenant to the property, including but not limited to the following allotment numbers:

10069 Jiggs
10039 Flynn/Parman Individual
10044 Parman Individual

PERSONAL PROPERTY:

Farm Equipment
7810 Gahl Skidsteer
Post Hole Auger
Pallet Forks
Post Master
Grab Bucket
Bradco Concrete Mixer
Rock Picker Bucket
R80 Macdori Swather
12 ft John Deere Roller Harrow
Weed Sprayer
Blanket Harrow
Large Hay Trailer
426 Cat Backhoe
20 ft Cattle Gooseneck
3 gas and fuel tanks
New solar panel and pump
1600 gallon tank trailer with pump
Shop Tools
Hotsy pressure washer
Eseb Welder
14 inch cut off saw
Compressor



Diesel Shop Heater
2 propane heaters
Lots of hand tools
1992 Ford Farm Pickup
1975 Champ Stock trailer
1972 Hom Flat bed

2003 Guerdon 40' x 62' mobile home,
serial number GDBOID020301189ABC
1990 Nashua 14' x 67' mobile home,
serial number NNID29571
1978 Bainbridge 26' x 70' mobile home,
serial number 913303AB

TO HAVE AND TO HOLD the same unto the said Trustee and its successors, in trust, to secure the performance of the following obligations and payments of the following debts:

ONE: Payment of an indebtedness evidenced by a certain Promissory Note dated of even date herewith, in the principal amount of ONE MILLION ONE HUNDRED EIGHTY SEVEN THOUSAND FIVE HUNDRED AND NO/100ths DOLLARS (\$1,187,500.00) with interest thereon as provided therein, expenses, late payment penalties, attorney fees and other payments therein provided, executed and delivered by the Trustors payable to the Beneficiary or order, and any and all extensions or renewals thereof, which Promissory Note is made a part hereof.

TWO: Payment of all other sums with interest thereon becoming due and payable under the provisions hereof to either Trustee or Beneficiary.

THREE: Payment, performance, and discharge of each and every obligation, covenant, promise and agreement of Trustors herein or in said Promissory Note contained and of all renewals, extensions, revisions and amendments of the above-described Promissory Note and any other indebtedness or obligation secured hereby.

FOUR: Obtaining and paying the premiums on hazard insurance and paying all taxes on the subject property.

To protect the security of this Deed of Trust and Security Agreement, it is agreed as follows:

1. The Beneficiary has the right to record notice that this Deed of Trust and Security Agreement is security for additional amounts and obligations not specifically mentioned herein but which



constitute indebtedness or obligations of the Trustors for which the Beneficiary may claim the Deed of Trust and Security Agreement as security:

2. The Trustors shall:

A. Maintain, care for and keep the property herein described and all buildings, mobile homes, and all other structures, improvements and fixtures now thereon or hereafter placed thereon in at least the condition, order and repair existing on the date of this Deed of Trust and Security Agreement, subject to reasonable normal wear and depreciation, and replacement, substitution or improvement as herein provided;

B. Not remove or demolish all or any portion of any buildings, mobile homes, other fixtures or improvements now situate thereon or hereafter placed thereon unless: (1) the same is replaced, improved, or substituted therefor by a like item of at least equal value, quality and use; or (2) the Beneficiary gives written consent in advance;

C. Not commit or permit any waste of the land, buildings, mobile homes, improvements and fixtures, on said premises;

D. The Trustors shall not do not permit to be done, by act or omission, anything which shall impair, lessen, diminish, devalue or deplete the value of the security hereby given.

3. The following covenants, Nos. 1, 2-(insurable value), 3, 4 (5.0%), 5, 6 (which covenant is deemed to include and apply to all conditions, covenants and agreements contained herein in addition to those adopted by reference, and to any and all defaults or deficiency in performance of this Deed of Trust and Security Agreement), 7 (reasonable), and 8 and 9 of N.R.S. 107.030, are hereby adopted and made a part of this Deed of Trust and Security Agreement.

4. All payments secured hereby shall be paid in lawful money of the United States of America.

5. The Beneficiary and any persons authorized by the Beneficiary shall have the right to enter upon and inspect the premises at all reasonable times.



6. In case of condemnation of the property subject hereto, or any part thereof, by paramount authority, all of any condemnation award to which the Trustors shall be entitled less costs and expenses of litigation is hereby assigned by the Trustors to the Beneficiary, who is hereby authorized to receive and receipt for the same and apply such proceeds as received toward the payment of the indebtedness hereby secured, whether due or not.

7. Any notices to be given Trustors shall be given by registered or certified mail to Trustors at the address set forth near the beginning of this Deed of Trust and Security Agreement or at such substitute address as Trustors may designate in writing duly delivered to Beneficiary to Trustee, and such address set forth in this Deed of Trust and Security Agreement, or such substitute address as is designated in writing duly served as aforesaid, shall be deemed conclusively to be the correct address of Trustors, for all purposes in connection with said Deed of Trust and Security Agreement, including, but not limited, to giving of notices permitted or required by statute to be mailed to Trustors.

8. All the provisions of this instrument shall inure to the benefit of and bind the heirs, legal representatives, successors and assigns of each party hereto respectively as the context permits. All obligations of each Trustor hereunder shall be joint and several. The word "Trustor" and any reference thereto shall include the masculine, feminine and neuter genders and the singular and plural as indicated by the context and number of parties hereto.

9. It is expressly agreed that the trusts created hereby are irrevocable by the Trustors.

10. The Trustors shall properly care for, protect and keep the property and all landscaping, buildings, mobile homes and improvements thereon in at least the same state and condition of repair and order as it is on the date of the execution of this Deed of Trust and Security Agreement, and not remove, damage or demolish any buildings, mobile homes or other improvements on the property unless the Beneficiary gives prior consent thereto or the building or improvement is immediately replaced with one of equal value or more.

11. Trustors hereby give to and confers upon Beneficiary the right, power and authority, during the continuance of these trusts, to collect the rents, issues and profits of the property, RESERVING UNTO Trustors, HOWEVER, the right, prior to any default by Trustors in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues



and profits as they become due and payable. Upon any such default, Beneficiary may at any time with or without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in the Beneficiary's own name sue for or otherwise collect such rents, issues and profits, (including those past due and unpaid), and apply the same less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. If default be made in the payment of the obligations, note or debt secured hereby or in the performance of any of the terms, conditions or covenants of this Deed of Trust and Security Agreement, or the payment of any sum payable hereunder, or upon the occurrence of any act or event of default hereunder, and such default is not cured within thirty-five (35) days after written notice of default and of election to sell said property given in the manner provided by N.R.S 107.080 as in effect on the date of this Deed of Trust and Security Agreement, Beneficiary may declare all notes, debts and sums secured hereby or payable hereunder immediately due and payable although the date of maturity has not arrived.

13. The Promissory Note, debt and obligations secured by this Deed of Trust and Security Agreement are secured, also, by a security interest in personal property and fixtures pursuant to the Security Agreement contained herein and given by Trustor as Debtor in favor of Beneficiary. It is agreed that any default in the performance of any promise, covenant, term or condition contained in this Security Agreement or other security document to be performed, kept, or maintained by Debtor therein, or the occurrence of any event of default of any kind under this Security Agreement, or other security document, shall be deemed, at the option of Beneficiary, to constitute a default under this Deed of Trust and Security Agreement and Beneficiary shall have the same rights hereunder as though a default had occurred in the performance of a promise, covenant, term, or condition herein contained and specifically herein set out.

14. To the extent permitted by the laws of the State of Nevada, Trustors agree to pay any deficiency arising from any cause after application of the proceeds of any sale held in accordance



with the provisions hereof and agrees to pay all costs and reasonable attorney's fees incurred in any action brought to collect said deficiency.

15. Any notices to be given Trustors shall be given by registered or certified mail to Trustors at the address set forth near the signatures on this Deed of Trust and Security Agreement or at such substitute address as Trustors may designate in writing duly delivered to Beneficiary and to the Trustee, and such address set forth in this Deed of Trust and Security Agreement, or such substitute address as is designated in writing duly served as aforesaid, shall be deemed conclusively to be the correct address of Trustors for all purposes in connection with said Deed of Trust and Security Agreement, including, but not limited to, giving of notices permitted or required by statute to be mailed to Trustors.

16. The rights and remedies herein granted shall not exclude any other rights or remedies granted by law, and all rights or remedies granted hereunder, or permitted by law, shall be concurrent and cumulative.

17. All the provisions of this instrument shall inure to the benefit of and bind the heirs, legal representatives, successors, and assigns, of each party hereto respectively as the context permits. All obligations of each Trustor hereunder shall be joint and several. The word "Trustor" and any reference thereto shall include the masculine, feminine and neuter genders and the singular and plural, as indicated by the context and number of parties hereto.

18. The Trustors hereby covenant and agree that neither the acceptance nor existence, now or hereafter, of other security for the indebtedness secured hereby, or the full or partial release or discharge hereof, shall operate as a waiver of the security of this Deed of Trust and Security Agreement, nor shall this Deed of Trust and Security Agreement nor its satisfaction nor reconveyance made hereunder operate as a waiver of any such other security now held or hereafter acquired.

19. In addition to the fixtures described or referred to in the description of property in this Deed of Trust and Security Agreement, the following are included in the property subject to this Deed of Trust and Security Agreement which shall, for all purposes, be deemed to be fixtures: (a) all buildings, mobile homes, structures and improvements now on or hereafter built, placed, constructed or installed or any portion of the premises; (b) all building fixtures, appliances and equipment that now or hereafter are attached to or installed, in, or placed in or upon,



any building or improvement or any portion of the described real property, including but not limited to all furnaces, boilers, hot water heaters, heating and cooling and air conditioning installations with equipment, appliances and compressors; and all wiring, panels, lighting fixtures, other electrical or electronic equipment and installations; all plumbing, plumbing fixtures and equipment. All of such fixtures, furnishings, equipment and improvements are, and shall become a permanent accession to the land contained in the described real property and to such buildings, mobile homes or improvements, and a part of the real property conveyed under this Deed of Trust and Security Agreement, whether or not the same may be subject to any Security Agreement.


20. At any time or from time to time, without liability therefor and without notice, on written request to Beneficiary and presentation of this Trust Deed and the Promissory Note secured thereby for endorsement and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of such property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating such Trust Deed to subsequent liens, encumbrances or charges therein.

21. **IN THE EVENT THE TRUSTORS SHALL SELL, CONVEY OR ALIENATE SAID PROPERTY OR ANY PART THEREOF, OR ANY INTEREST THEREIN, OR SHALL BE DIVESTED OF THEIR TITLE OR ANY INTEREST THEREIN IN ANY MANNER OR WAY, WHETHER VOLUNTARY OR INVOLUNTARY, WITHOUT THE WRITTEN CONSENT OF THE BENEFICIARY BEING FIRST HAD AND OBTAINED, BENEFICIARY SHALL HAVE THE RIGHT, AT THEIR OPTION, TO DECLARE ANY INDEBTEDNESS OR OBLIGATIONS SECURED HEREBY, IRRESPECTIVE OF THE MATURITY DATE SPECIFIED IN ANY NOTE EVIDENCING THE SAME, IMMEDIATELY DUE AND PAYABLE.**

IN WITNESS THEREOF, the Trustors have executed these presents the day and year first above written.

TRUSTORS (DEBTORS):



IRA R. RENNER


MONTIRA RENNER

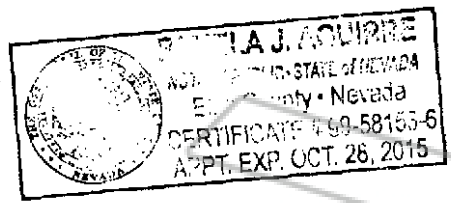


State of Nevada
County of Elko

This instrument was acknowledged before me on the 11th
day of October, 2013, by **IRA R. RENNER.**



NOTARY PUBLIC



State of Nevada
County of Elko

This instrument was acknowledged before me on the 11th
day of October, 2013, by **MONTIRA RENNER.**



NOTARY PUBLIC

