

APN: 002-032-23

After Recording, Return To:

Steven A. McGraw  
366 Birch Street  
Akron, CO 80720

21415-7293-29

**DOC# 224991**  
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**Official Record**

Requested By  
STEWART TITLE ELKO  
Eureka County - NV

**Mike Rebaleati - Recorder**

Page: 1 of 6 Fee: \$19.00  
Recorded By FS RPTT: \$0.00  
Book- 0556 Page- 0003



0224991

**DEED OF TRUST**

**THIS DEED OF TRUST**, made and entered into as of the 11<sup>th</sup> day of October, 2013, by and between, **JOSEPH R. BOWSER** and **KAREN L. BOWSER**, husband and wife as joint tenants with right of survivorship, hereinafter called Trustors; **STEWART TITLE COMPANY OF NEVADA**, hereinafter called Trustee; and **STEVEN A. MCGRAW**, an unmarried man, hereinafter called Beneficiary;

**WITNESSETH:**

**THAT WHEREAS**, the Trustors are indebted to the said Beneficiary in the sum of FORTY-NINE THOUSAND TWO HUNDRED DOLLARS (\$49,200.00), lawful money of the United States of America, and have agreed to pay the same according to the terms of a certain Promissory Note of even date herewith, made, executed and delivered by the said Trustors to the said Beneficiary;

**NOW THEREFORE**, the said Trustors, 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 Trustors, or which may be paid out, or advanced by the said Beneficiary or Trustee under the provisions of this instrument with interest, and further in consideration of the sum of ONE DOLLARS (\$1.00), lawful money of the United States of America, in hand paid by the said Trustee, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents

do hereby grant, bargain and sell unto the said Trustee, its successors and assigns, all that certain real property situate in the County of Eureka, State of Nevada, and more particularly described as follows:

Lot 22, Block 12, of CRESCENT VALLEY RANCH & FARMS UNIT NO. 1, as per map recorded in the Office of the County Recorder of Eureka County, Nevada, as File No. 34081.

EXCEPTING THEREFROM, all petroleum, oil, natural gas and products derived therefrom, within or underlying said land or that may be produced therefrom, and all rights thereto, as reserved by SOUTHERN PACIFIC LAND COMPANY in Deed to H.J. BUCHENAU and ELSIE BUCHENAU, recorded September 24, 1951, in Book 24 of Deeds at Page 168, Eureka County, Nevada.

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

TOGETHER WITH all buildings and improvements situate thereon.

SUBJECT to all reservations, restrictions, rights of way and easements of record.

Being in trust, nevertheless, for the benefit and security of the Beneficiary herein named, and the Holder or Holders of said Promissory Note secured hereby.

The following covenants: One; Two (insurable value); Three; Four (5%); Five; Six; Seven (reasonable); Eight and Nine of Nevada Revised Statutes 107.030 are hereby adopted and made a part of this Deed of Trust.

The Trustors promise to properly care for and keep the property herein described in the same condition as the same now exists, subject to normal wear and tear, to care for, protect and repair all buildings and improvements situate, or to be constructed thereon, not to remove or demolish any buildings or other improvements situate thereon, and to otherwise protect and preserve the said premises and improvements thereon, and not to commit, or permit any waste or deterioration of said



buildings and improvements, or of said premises, and to pay when due all claims for labor performed and materials furnished therefore.

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

Said Trustors, in consideration of the premises, do hereby covenant and agree, that neither the acceptance nor the 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, or a reconveyance made hereunder operate as a waiver of any such other security now held or hereafter acquired.

Trustors, and agents and representatives of Trustors, shall not allow or permit and shall not use, generate, store, treat, dispose or transport Hazardous Materials to or upon the property. Trustors will indemnify, defend and hold Beneficiary harmless from the cost of any required or necessary investigation, repair, cleanup, remediation or detoxification of the real property and the preparation of any closure or other required plans relating thereto. "Hazardous Materials" shall mean those materials defined as hazardous materials, hazardous substances, toxic substances or solid waste by any federal, state or local law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environmental conditions on, under or about the property, including any material, waste or substance which is (1) petroleum; (2) asbestos; (3) polychlorinated biphenyls; (4) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sections 1251 et seq. (33 U.S.C. Sections 1321) or listed pursuant to Section 3078 of the Clean Water Act (33 U.S.C. Section 1317); (5) flammable explosives; or (6) radioactive materials, and further including,



without limitation, those substances defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") as amended, 42 U.S.C. Sections 9601 et seq.; the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Sections 6901 et seq.; and the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 et seq. and in the regulations promulgated pursuant to said laws.

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

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

It is further covenanted and agreed that any breach in the performance of any of the covenants contained herein or adopted by reference, other than the payment of the Promissory Note for which this Deed of Trust is security, and which breach shall continue for a period of THIRTY-FIVE (35) DAYS after notice without being corrected or remedied, shall authorize the Beneficiary, at his option, to declare the entire amount of the unpaid principal and accrued interest immediately due and payable.

Default under any other deed of trust, mortgage, contract, lease or other instrument, which is, or which creates, a lien, encumbrance, charge or interest of any nature having priority over any lien, right or interest created or existing under this Deed of Trust, or failure to pay or discharge when due any obligation which is secured by, or which constitutes a lien, encumbrance, charge or interest



of any nature having priority over any lien, right or interest created or existing under this Deed of Trust, whether such obligation or the lien thereof is created by writing or otherwise, shall be conclusively deemed to be an event of default under this Deed of Trust.

The Trustors request that a copy of any notice of default and any notice of sale effecting this property be mailed to Trustors at Trustors' address or at such substitute address as Trustors may designate in writing duly delivered to Beneficiary and to Trustee.

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.

All the provisions of this instrument shall inure to 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 if more than one Trustor. The words "Trustor", "Beneficiary" and "Trustee" 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.

It is expressly agreed that the trust created hereby is irrevocable by the Trustors.

Trustors shall not sell or attempt to sell all or any portion of the real property before payment in full of all principal and interest secured hereby, and any such sale, or attempt to sell, without Beneficiary's prior written consent, shall permit Beneficiary, at its option, to declare all sums secured by this Deed of Trust to be immediately due and payable and shall constitute a default hereunder. However, upon payment by Trustors of the principal amount of the obligation secured hereby down to a balance of \$0.00, and upon Trustors' request to Beneficiary to release this restriction on sale, Beneficiary shall not unreasonably withhold such release.



IN WITNESS WHEREOF, the Trustors have hereunto set their hands as of the day and year

first hereinabove written.


  
\_\_\_\_\_  
JOSEPH R. BOWSER

  
\_\_\_\_\_  
KAREN L. BOWSER

STATE OF NEVADA        )  
                                  : ss.  
COUNTY OF Elko        )

On this 11 day of October, 2013, personally appeared before me, a Notary Public, JOSEPH R. BOWSER and KAREN L. BOWSER, husband and wife, known or proved to me to be said persons, who acknowledged that they executed the foregoing Deed of Trust.



  
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NOTARY PUBLIC  
Commission expires Oct. 27, 2015

