

DOC # 0227513

06/06/2014

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Official Record

Recording requested By  
MARTIN JERRY R 1994 TRUST

Eureka County - NV

Mike Rebaleati - Recorder

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Recorded By LH

Book- 566 Page- 0355

PARCEL NO. 007-440-10

RECORDING REQUESTED BY:  
Jerry R. Martin 1994 Trust



0227513

DEED OF TRUST & ASSIGNMENT OF RENTS

THIS DEED OF TRUST AND ASSIGNMENT OF RENTS,  
made this 6TH day of JUNE, 2014, by and  
between GALEN F. BYLER and MARIAN L BYLER, husband  
and wife, as Trustor, and STEWART TITLE OF  
NORTHEASTERN NEVADA, a Nevada corporation, dba  
FRONTIER TITLE COMPANY, as Trustee, and Jerry R  
Martin, Trustee of the JERRY R. MARTIN 1994 TRUST, as  
Beneficiary or Lender. (It is distinctly understood  
that the words "Trustor" "Lender" and "Beneficiary"  
and the word "his" referring to the Trustor, Lender or  
Beneficiary, as herein used, are intended to and do  
include the masculine, feminine and neuter genders and  
the singular and plural numbers, as indicated by the  
context.)

W I T N E S E T H

That said Trustor hereby grants, conveys and  
confirms unto said Trustee in trust with power of  
sale, the following described real property, together  
will all existing or subsequently erected or affixed  
buildings, improvements and fixtures; all easements,  
rights of way, and appurtenances; all water, water  
rights and ditch rights (including stock in utilities

with ditch or irrigation rights); and all other right, royalties, and profits relating to the real property, including unless excepted below all minerals, oil, gas, geothermal and similar matters, situate in the County of Eureka, State of Nevada, to-wit.

TOWNSHIP 22 NORTH, RANGE 54 EAST, M.D.B. & M.  
Section 27: W1/2W1/2

EXCEPTING THEREFROM all the oil and gas lying in and under said land as reserved by the United States of America, in patent recorded November 15, 1965, in Book 9, Page 141, as Document No. 41498, Official Records of Eureka County, Nevada.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title and interest, homestead or other claim or demand, as well in law as in equity, which the Trustor now has or may hereafter acquire, or, in or to the said premises or any part thereof, with the appurtenances

ASSIGNMENT OF RENTS As additional security, Trustor, for valuable consideration, hereby assigns all rents from such property and gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues, and profits of said property, reserving unto Trustor the right, prior to any default by Trustor 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.

The purpose of this assignment is to secure payment of indebtedness referenced herein and performance of any and all obligations of Grantor under the Note, the Assignment referenced herein, and the related documents. This Assignment of Rents is given and accepted on the following terms:

1. Grantor warrants that (i) Grantor is entitled to receive the rents free and clear of all rights, loans, liens, encumbrances and claims except as disclosed to and accepted by Lender in writing, (ii) Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender, (iii) Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force, (iv) Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.
2. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. Lender is hereby given and granted the rights, powers and authority to send notices to any and all tenants of the property, enter the property, maintain the property, lease the property, employ agents, and do all other

such things with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above

- 3 If Grantor pays all of the indebtedness when due and otherwise performs all the obligations imposed upon Grantor hereunder, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and Property.

Each of the following, at Lender's option, shall constitute an event of default under this instrument: a payment default, failure to comply with or perform any other term, obligation, covenant or condition contained herein, failure to make any payment for taxes or insurance, the making any false statements, defective collateralization, death or insolvency of the Grantor, commencement of foreclosure or forfeiture proceedings, damage or loss of the Property, or a material adverse change in Grantor's financial condition, or Lender's belief that the prospect of payment or performance of the indebtedness is impaired

Upon any default, Beneficiary may at any time 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 his own name 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.

In the event all or any part of the property secured by this Deed of Trust be sold, conveyed, transferred, or exchanged, then the Note of even date secured hereby shall become immediately due and payable at the option of the holder of said Note

TO HAVE AND TO HOLD the same unto the said Trustee and its successors, upon the trusts hereinafter expressed.

As security for the payment of FIFTY THOUSAND DOLLARS (\$50,000 00) in lawful money of the United States of America, with interest thereon in like money and with expenses and counsel fees according to the terms of the Promissory Note or Notes for said sum executed and delivered by the Trustor to the Beneficiary, such additional amounts as may be hereafter loaned by the Beneficiary or his successor to the Trustor or any of them, or any successor in interest of the Trustor, with interest thereon, and any other indebtedness or obligation of the Trustor or

any of them, and any present or future demands of any kind or nature which the Beneficiary, or his successor, may have against the Trustor or any of them, whether created directly or acquired by assignment; whether absolute or contingent; whether due or not, or whether otherwise secured or not, or whether existing at the time of the execution of this instrument, or arising thereafter; also as security for the payment and performance of every obligation, covenant, promise or agreement herein or in said note or notes contained.

Trustor grants to Beneficiary the right to record notice that this Deed of Trust is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations of the Trustor for which Beneficiary may claim this Deed of Trust as security.

AND THIS INDENTURE FURTHER WITNESSETH.

FIRST: The Trustor promises and agrees to pay when due all claims for labor performed and materials furnished for any construction, alteration or repair upon the above-described premises, to comply with all laws affecting said property or relating to any alterations or improvements that may be made thereon; not to commit, suffer or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting said property.

SECOND The Trustor promises to properly care for and keep the property herein described in first-class condition, order and repair; to care for, protect and repair all buildings and improvements situate thereon; and otherwise to protect and preserve

the said premises and the improvements thereon and no to commit or permit any waste or deterioration of said buildings and improvements or of any premises. If the above-described property is farm land, Trustor agrees to farm, cultivate and irrigate said premises in a proper, approved and husbandmanlike manner.

THIRD: The following covenants, Nos. 1, 2 (\$50,000.00 amount of insurance), 3, 4 (interest 10 25% per annum), 5, 6, 7 (counsel fees 15%) and 8 of NRS 107 030, are hereby adopted and made a part of this Deed of Trust.

FOURTH. Beneficiary may, from time to time, as provided by statute, or by a writing, signed and acknowledged by him and recorded in the office of the County Recorder of the County in which said land or such part thereof as is then affected by this Deed of Trust is situated, appoint another Trustee in place and stead of Trustee herein named, and thereupon, the Trustee herein named shall be discharged and Trustee so appointed shall be substituted as Trustee hereunder with the same effect as if originally named Trustee herein.

FIFTH Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference

SIXTH The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants

herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.

SEVENTH. In the event of any tax or assessment on the interest under this Deed of Trust it will be deemed that such taxes or assessments are upon the interest of the Trustor, who agrees to pay such taxes or assessments although the same may be assessed against the Beneficiary or Trustee.

EIGHTH. All the provisions of this instrument shall inure to, apply, and bind the legal representatives, successors and assigns of each party hereto respectively.

NINTH In the event of a default in the performance or payment under this Deed of Trust or the security for which this Deed of Trust has been executed, any notice given under Section 107.080 NRS shall be given by registered letter to the Trustor(s) at the address herein,

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and such notice shall be binding upon the Trustor(s), Assignee(s), or Grantee(s) from the Trustor(s).

TENTH It is expressly agreed that the trusts created hereby are irrevocable by the Trustor.

IN WITNESS WHEREOF, the said Trustor has executed these presents the day and year first above written




Galen F Byler  
GALEN F BYLER

Marian L Byler  
MARIAN L. BYLER

STATE OF Nevada )  
 ) SS  
COUNTY OF Eureka )

On this 6<sup>th</sup> day of June,  
2014, before me, a Notary Public, appeared GALEN F.  
BYLER and MARIAN L. BYLER, husband and wife, known to  
me to be the persons described in and who acknowledged  
that they executed the above instrument

 DIANE D. PODBORNY  
NOTARY PUBLIC  
STATE OF NEVADA  
Appt No 13-10500-8  
My Appt Expires March 12, 2017

Diane D Podborny  
NOTARY PUBLIC