

ASSESSOR'S PARCEL NO. 005-020-05

**WHEN RECORDED MAIL TO:**

GINA GAEDKE  
GRANSTAFF, GAEDKE & EDGMON, PC  
5535 FREDERICKSBURG ROAD  
SUITE 110  
SAN ANTONIO, TX 78229

**MAIL TAX NOTICES TO:**

CAROLYN S. CHORAK, TRUSTEE  
BETH ANN HAMMER, TRUSTEE  
112 WHITE OAK TRAIL  
BOERNE, TX 78006

**DOC# 229185**

03/06/2015

08:32AM

**Official Record**

Requested By  
U.S. DEEDS

**Eureka County - NV**

**Sara Simmons - Recorder**

Page: 1 of 4

Fee: \$17.00

Recorded By LH

RPTT: \$0.00

Book- 0577 Page- 0228



0229185

**SPECIAL WARRANTY DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CAROLYN S. CHORAK (herein, "Grantor"), whose address is 112 White Oak Trail, Boerne, TX 78006, hereby GRANTS, BARGAINS, SELLS AND CONVEYS to CAROLYN S. CHORAK AND BETH ANN HAMMER, Co-Trustees, or any successors in trust, under the C & B LIVING TRUST dated January 30, 2015 and any amendments thereto (herein, "Grantee"), whose address is 112 White Oak Trail, Boerne, TX 78006, all of Grantor's right, title and interest in and to that certain real property located in Eureka County, Nevada, more particularly described as follows:

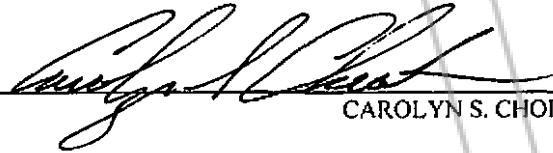
SEE EXHIBIT A ATTACHED HERETO.

TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

Grantor for the Grantor and Grantor's heirs, representatives, successors and assigns, does covenant and agree to and with Grantee and Grantee's heirs, successors and assigns, that Grantor is lawfully seized in fee of the aforesaid premises; that the same are free of all encumbrances made by Grantor except those appearing of record; that Grantor has good right to grant and convey the same to Grantee as aforesaid; and that Grantor will warrant and forever defend said premises against the lawful claims of all persons claiming by, through, or under Grantor, but against none other.

Dated this 10<sup>th</sup> day of February, 2015.

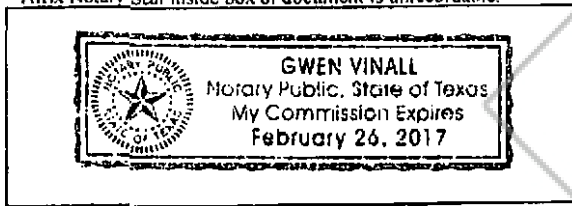
GRANTOR:

  
CAROLYN S. CHORAK

STATE OF TEXAS  
COUNTY OF BEXAR

This instrument was acknowledged before me on February 10, 2015 by CAROLYN S. CHORAK.

Affix Notary Seal inside box or document is unrecordable.



  
NOTARY PUBLIC



229185

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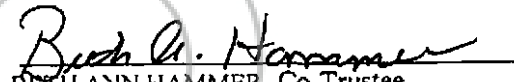
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**Affirmation Statement**

I, the undersigned, hereby affirm that this document as submitted for recording does not contain the social security number of any person.

C & B Living Trust dated January 30, 2015

  
CAROLYN S. CHORAK, Co-Trustee

  
BETH ANN HAMMER, Co-Trustee  
Grantee



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**EXHIBIT A**

TOWNSHIP 31 NORTH, RANGE 48 EAST, M. D. B. & M.

Section 23: SW1/4

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.

Per NRS 111.312, this legal description was previously filed as Case No. 1171, on February 5, 1997, in the office of the District Court of the Eureka County Clerk's Office, Nevada and as Book 147, Page 59, on July 29, 1986, in the office of the Recorder of Eureka County, Nevada.

*The preparer of this document has been engaged solely for the purpose of preparing this instrument, has prepared the instrument only from the information given and has not been requested to provide, nor has the preparer provided, a title search, an examination of the legal description, an opinion on title or advice on the tax, legal or non-legal consequences that may arise as a result of the conveyance. Further such preparer has not verified the accuracy of the amount of consideration stated to have been paid or upon which any tax may have been calculated nor has the preparer verified the legal existence or authority of any person who may have executed the document. Preparer shall not be liable for any consequences arising from modifications to this document not made or approved by preparer.*



STATE OF NEVADA  
DECLARATION OF VALUE FORM

DOC# DV-229185

03/06/2015

08:32AM

Official Record

Requested By  
U.S. DEEDS

Eureka County - NV  
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Page: 1 of 1

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1. Assessor Parcel Number(s)

a) 005-020-05

b)

c)

d)

2. Type of Property:

a) ☒ Vacant Land b) ☐ Single Fam. Res.

c) ☐ Condo/Twnhse d) ☐ 2-4 Plex

e) ☐ Apt. Bldg f) ☐ Comm'l/Ind'l

g) ☐ Agricultural h) ☐ Mobile Home

Other

FOR RECORDER'S OPTIONAL USE ONLY

Book: Page:

Date of Recording:

Notes:

3. Total Value/Sales Price of Property

\$ 10.00

Deed in Lieu of Foreclosure Only (value of property)

( )

Transfer Tax Value:

\$ 0.00

Real Property Transfer Tax Due

\$ 0.00

4. If Exemption Claimed:

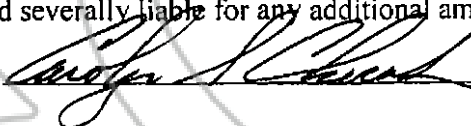
a. Transfer Tax Exemption per NRS 375.090, Section 7

b. Explain Reason for Exemption: transfer to trust for no consideration

5. Partial Interest: Percentage being transferred: 100.00 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature



Capacity GRANTOR

Signature

Capacity

SELLER (GRANTOR) INFORMATION  
(REQUIRED)

Print Name: Carolyn S. Chorak

Address: 112 White Oak Trail

City: Boerne

State: TX Zip: 78006

BUYER (GRANTEE) INFORMATION  
(REQUIRED)

Print Name: C & B Living Trust

Address: 112 White Oak Trail

City: Boerne

State: TX Zip: 78006

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: U.S. Deeds

Escrow #: N/A

Address: 213 Brentshire Drive

City: Brandon

State: FL

Zip: 33511

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED



**CERTIFICATE OF TRUST  
OF THE C & B LIVING TRUST**

1. This Certificate of Trust is to evidence the existence of a Trust Agreement, the exact text of which is intended to remain private and confidential.
2. The purpose of this Certificate of Trust is to enable and assist in the administration of the **C & B LIVING TRUST** (hereinafter referred to as the "Trust") by describing those provisions with which a third party dealing with the Trust may be most interested. These provisions are as follows:

SETTLOR: BETH ANN HAMMER and CAROLYN S. CHORAK

INITIAL TRUSTEE: BETH ANN HAMMER and CAROLYN S. CHORAK

3. **TERMS OF THE TRUST:**

This Trust is a revocable trust which may be amended by the Settlor. This Trust is established for the benefit of the current income and remainder beneficiaries so named, to be held, administered and distributed pursuant to the provisions of such Trust Agreement.

The Trustee's powers are broad in favor of the beneficiaries, and include the power to deal in securities, maintain a margin account, as well as the power to borrow money as well as to mortgage or pledge any part of the trust estate. Any and all third parties are hereby instructed that the Trustee is the legal owner of all trust property and has full authority to deal therewith in his or her capacity as Trustee. Any loss that shall occur to the trust estate as a result of any such third party's refusal to acknowledge the authority of the Trustee may result in liability upon such third party, the Trustee being fully vested and empowered with the right to pursue any such claim.

4. **DESIGNATION OF AND AUTHORIZATION FOR ACTIONS BY SUCCESSOR TRUSTEES OF THE C & B LIVING TRUST:**

This designation of and authorization for actions by Successor Trustees is executed by BETH ANN HAMMER and CAROLYN S. CHORAK of Kendall County, Texas, as Settlor, and BETH ANN HAMMER and CAROLYN S. CHORAK as original Trustee of the **C & B LIVING TRUST**, in order to have recorded in the Real Property Records of Kendall County, Texas, identification of the Successor Trustees of the Trust in the event that said BETH ANN HAMMER and CAROLYN S. CHORAK hereafter, for any reason whatsoever, ceases to serve as the Trustee. The Trust provides in pertinent part as follows:



**“ARTICLE VI.**  
**Original Trustee and Succession Thereof**

All of the provisions of this Article VI are applicable to all trusts and shares created by this Trust Agreement.

A. Joint Control. When two Trustees are serving jointly hereunder, the rights, powers, duties and discretions of the Trustee shall be exercisable jointly, except for the original Trustees, BETH ANN HAMMER and CAROLYN S. CHORAK, each of whom may act singly and independently without the joinder of the other. When more than two Trustees are serving jointly hereunder, the rights, powers, duties and discretions shall be exercisable by a majority vote, except as otherwise stated herein.

B. Appointment. The Trustee of each trust created hereunder shall be **BETH ANN HAMMER and CAROLYN S. CHORAK**, of Boerne, Kendall County, Texas. Furthermore, BETH ANN HAMMER and CAROLYN S. CHORAK will have the right to designate and determine succession, i.e., to appoint her successor or successors as Trustee who will serve in the event she ceases to serve as Trustee for any reason. She will have the right and authority (1) to specify any conditions upon succession and service as may be permitted by law, including the requirement of bond; (2) to appoint a line of succession, conditioning the service of a named successor upon the death or inability to serve, or to continue service, of a preceding appointee; and (3) to vest in a designated successor with the right to appoint his, her, or its successor. An appointment of succession must be in writing and must be acknowledged in the form and manner required by the laws of the State of Texas.

C. Succession of Trustees. In the event that either BETH ANN HAMMER or CAROLYN S. CHORAK shall fail or refuse to qualify, or resign, or become unable to serve as Co-Trustee during the administration of such trust, and shall fail to appoint a successor Trustee, or alternatively, shall vest in a successor Trustee the right to appoint its successor and that successor Trustee fails to appoint a successor, Settlor hereby nominates, constitutes, and appoints **the survivor of the two** to serve as Trustee, and all of the powers, duties and responsibilities granted and imposed upon BETH ANN HAMMER and CAROLYN S. CHORAK shall devolve upon and be exercised by the survivor of the two. In the event that both BETH ANN HAMMER and CAROLYN S. CHORAK fail or refuse to qualify, or die, resign, or become unable to serve as Trustee during the administration of such trust, and shall fail to appoint a successor Trustee, or alternatively, shall vest in a successor Trustee the right to appoint its successor and that successor Trustee fails to appoint a successor, Settlor hereby nominates, constitutes, and appoints **FROST BANK, or its successor** to serve as Trustee, and all of the powers, duties and responsibilities granted and imposed upon BETH ANN HAMMER and CAROLYN S. CHORAK shall devolve upon and be exercised by FROST BANK, or its successor.





D. Removal of Trustee.

1. The Settlor, or the Surviving Settlor, or after the death of both Settlers, a majority of the trust beneficiaries (including a beneficiary's natural or legal guardian or legal representative, in the case of a beneficiary under a legal disability) who might then be entitled to receive a distribution from the trust estate shall have the power to remove the Trustee herein named and any successor Trustee. If a Trustee is removed and the successor trustee(s) defined above are unable to serve for any reason, Settlor shall have the authority to appoint a successor Trustee. In the event a majority of the Trust beneficiaries has taken action to remove the Trustee, such removed Trustee shall be replaced by a Court of competent jurisdiction in the manner and with the qualifications set forth in Paragraph F below.

2. Such removal shall be by written instrument duly executed and acknowledged by the removing parties and by the successor Trustee and filed in the Deed Records of Kendall County, Texas. The successor Trustee shall promptly deliver a copy of such instrument to the Trustee then serving, which shall immediately deprive such Trustee of all powers as Trustee hereunder. No purchaser from or other person dealing with any Trustee is obligated to examine the Deed Records and any such person shall be protected in all transactions with any Trustee, whether or not any such replacement has taken place.

E. Resignation of Trustee. Any Trustee is authorized to resign by filing a written instrument duly acknowledged of record in the Deed Records of Kendall County, Texas, which filing shall immediately deprive the Trustee of all powers as Trustee hereunder; provided, nevertheless, that at least thirty (30) days prior to filing the resigning Trustee shall give written notice thereof to each beneficiary (including a beneficiary's natural or legal guardian or legal representative, in the case of a beneficiary under a legal disability) who might then be entitled to receive a distribution from the trust estate.

F. Appointment of Successor Trustee. If any Trustee appointed or serving pursuant to this instrument fails or ceases for any reason to serve as Trustee, other than as defined in Paragraph E above, and no Trustee has been named in this instrument to serve as successor or if all Trustees named as successor have failed or ceased to serve, then the Settlor, or the Surviving Settlor, or after the death of both Settlers, a majority of the trust beneficiaries (including a beneficiary's natural or legal guardian or legal representative, in the case of a beneficiary under a legal disability) who might then be entitled to receive a distribution from the trust estate shall have the power to appoint as successor Trustee any national or state bank or trust company possessing trust powers and having a capital, surplus and undivided profits of at least Twenty Million Dollars, or any individual regardless of domicile. Such appointment shall be by written instrument duly executed and acknowledged by the appointing parties and by the successor Trustee and filed in the Deed Records of Kendall County, Texas. If a successor Trustee is not appointed as hereinabove provided, then a court of competent jurisdiction shall appoint a successor trustee with the qualifications set forth





above, and the costs associated with such a court proceeding shall be paid from the trust or trusts for which the successor Trustee is appointed.

G. Relinquishment of Powers. Any Trustee may release or relinquish any one or more of any powers, rights or privileges which, in the Trustee's judgment, unless released or relinquished, might result in adverse consequences to the trust estate or any beneficiary because of changes in law or interpretation of the law. Any such release or relinquishment shall be made by written instrument acknowledged and filed in the Deed Records of Kendall County, Texas. After any power has been so released or relinquished it shall never again be exercised by the Trustee.

H. Compensation and Bond. Any Trustee shall be reimbursed for any and all expenses incurred while acting as Trustee of the trust created pursuant to the provisions hereof, and in addition any Trustee shall receive fair and reasonable compensation for services as Trustee in accordance with the corporate Trustee's regular fee schedules as published from time to time. No Trustee shall be required to furnish bond or any other security, and all rights, powers, authorities, privileges and discretions herein conferred upon the Trustee shall be exercised without the supervision of any court, it being intended that so far as can be legally provided the Trustee shall be completely free of all court supervision of any kind, including the requirements of any accounting; provided, however, that the Trustee shall furnish an accounting to any beneficiary or guardian of any beneficiary upon reasonable demand made therefor.

I. Powers and Duties of Successor Trustee. On the appointment and qualification of any successor Trustee, the same duties and responsibilities shall devolve upon and the same rights, powers, authorities, privileges, and discretions shall inure to such successor Trustee as to the Trustee originally designated hereunder. All rights, powers, authorities, privileges and discretions shall be exercised without the supervision of any court. No successor Trustee shall have any duty, responsibility, obligation or liability whatsoever for the acts, defaults or omissions of any predecessor Trustee.

J. Reorganization of Corporate Trustee. Any corporation or national or state banking association that shall succeed to all or the greater part of the assets of any corporate Trustee, by purchase, merger, consolidation, or otherwise, shall succeed to all the rights, duties, and functions of such corporate Trustee as Trustee under all trusts governed by this Trust Agreement for which the corporate Trustee is then serving or may serve as Trustee.

K. Determination of Incapacity. For the purposes of this Article VI, TWO (2) written statements signed by physicians licensed to practice medicine in the State of Texas stating that a currently serving Trustee is physically or mentally incapable of performing the fiduciary responsibilities required of a Trustee shall be required to establish incapacity. Any Trustee or Independent Executor serving in such capacity hereby waives any rights to any information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 42 U.S.C. 1320d and



45 C.F.R. 160-164 in order for a determination as to his or her inability to serve in such capacity to be made."

5. **CERTIFICATION.** Placing full trust and reliance in each said Successor Trustee, Settlor, BETH ANN HAMMER and CAROLYN S. CHORAK, hereby directs that a written statement by any one of the designated Successor Trustees that it has assumed the position as Successor Trustee because any prior designated Trustee or Successor Trustee has ceased to serve in that capacity shall be accepted by any person, corporation or other entity as adequate authority for that Successor Trustee to proceed with administration of the Trust. The written statement as thus provided shall be acknowledged and recorded in the Real Property Records of Kendall County, Texas, and shall be deemed to remain in full force and effect unless and until revoked by me or changed by a subsequent written statement by any other Successor Trustee filed in the Real Property Records of Kendall County, Texas.


Any Successor Trustee is authorized to indemnify and hold harmless any third party who accepts and acts under the written statement by any Successor Trustee as provided above.

This document is executed at San Antonio, Bexar County, Texas, on this the 30<sup>th</sup> day of January, 2015.

  
BETH ANN HAMMER, Settlor

  
CAROLYN S. CHORAK, Settlor

  
BETH ANN HAMMER, Trustee

  
CAROLYN S. CHORAK, Trustee

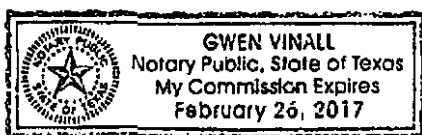



STATE OF TEXAS      ♠

COUNTY OF BEXAR      ♠

On this 30<sup>th</sup> day of January in the year 2015, before me, a Notary Public of said State, personally appeared BETH ANN HAMMER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same and for the purpose and consideration therein expressed.

WITNESS MY HAND and OFFICIAL SEAL.



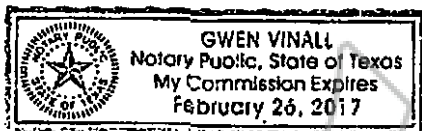
  
Notary Public, State of Texas


STATE OF TEXAS      ♠

COUNTY OF BEXAR      ♠

On this 30<sup>th</sup> day of January in the year 2015, before me, a Notary Public of said State, personally appeared CAROLYN S. CHORAK, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same and for the purpose and consideration therein expressed.

WITNESS MY HAND and OFFICIAL SEAL.



  
Notary Public, State of Texas



**PREPARED IN THE OFFICE OF:**

**GRANSTAFF, GAEDKE  
& EDGMON, PC**

Attorneys at Law  
5535 Fredericksburg Rd., Suite 110  
San Antonio, Texas 78229  
(210) 348-6600

**AFTER RECORDING, RETURN TO:**

**GRANSTAFF, GAEDKE  
& EDGMON, PC**

Attorneys at Law  
5535 Fredericksburg Rd., Suite 110  
San Antonio, Texas 78229  
(210) 348-6600

DRAFT