

APN: 001-102-05

DOC# 229390

06/01/2015 02:40PM

Send tax statements to:
Eureka Owl Club, LLC
P.O. Box 220
Eureka, NV 89316

Official Record

Requested By
FIRST CENTENNIAL - RENO
Eureka County - NV
Sara Simmons - Recorder

Page: 1 of 10 Fee: \$23.00
Recorded By LH RPTT: \$0.00
Book- 0579 Page- 0049

When recorded return to:
First Centennial Title Company of Nevada
1450 Ridgeview Drive, Suite 100
Reno, NV 89519
203026-m I
01415-9668



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**DEED OF TRUST, SECURITY AGREEMENT
AND ASSIGNMENT OF RENTS**

THIS DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS made this 29th day of May, 2015, by and between **EUREKA OWL CLUB, LLC**, a Nevada Limited Liability Company, as Trustor; **JLM TITLE, LLC**, a Nevada Limited Liability Company dba **FIRST CENTENNIAL TITLE COMPANY OF NEVADA**, as Trustee; and **EVVEN RAQUEL CARRION**, Trustee of the **RONALD A. CARRION Family Trust dated July 19, 2004**, as Beneficiary,

W_I_T_N_E_S_S_E_T_H:

Trustor hereby grants, transfers and assigns to the Trustee in trust, with power of sale, all of the following described real and personal properties situate in the County of Eureka, State of Nevada, more particularly described as follows:

Real Property

Exhibit A

TOGETHER WITH all buildings and improvements thereon.

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, royalties and payments arising or accruing by reason of any oil, gas or mineral lease thereof, any and all fixtures thereon or attached or appertaining thereto or in

anywise used in connection therewith, and all estate, right, interest, claim, and demand which Trustor has or hereafter may acquire in the premises, and also together with any and all tenements, hereditaments, and appurtenances that may hereafter belong to or in anywise appertain to the said premises, any and all rents, issues, profits, royalties, and payments which hereafter may arise, any and all fixtures which hereafter may be placed on the premises or attached thereto, and any and all waters and water rights which hereafter may be appurtenant thereto or be hereafter in anywise used in connection therewith, it being specifically understood that the rule of enumeration of specific items shall not be deemed to restrict the meaning of general language herein contained.

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.

Personal Property

All furniture, fixtures and equipment used for the operation of the Owl Club in Eureka, Nevada

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 FIVE HUNDRED THOUSAND AND NO/100ths DOLLARS (\$500,000.00) with the interest thereon as provided therein, expenses, late payment penalties, attorney fees and other payments therein provided, executed and delivered by the Trustor payable to the Beneficiaries 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 Trustor 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 Trustor for which the Beneficiary may claim the Deed of Trust and Security Agreement as security:

2. The Trustor shall:

A. Maintain, care for and keep the property herein described and all buildings, shops, 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, shops, other fixtures or improvements now situate thereon or hereafter placed thereon unless the Beneficiary gives written consent in advance;

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

D. The Trustor 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;

E. The Trustor shall not be allowed to sell any of the personal property covered by this Security Agreement without prior written consent of Beneficiary.

3. The following covenants, Nos. 1, 2-(insurable value), 3, 4 (76.0%), 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 Trustor shall be entitled less costs and expenses of litigation is hereby assigned by the Trustor 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 Trustor shall be given by registered or certified mail to Trustor at the address set forth near the beginning of this Deed of Trust and Security Agreement or at such substitute address as Trustor 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 Trustor, 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 Trustor.

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 Trustor.

10. The Trustor shall properly care for, protect and keep the property and all landscaping, buildings, 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. Trustor hereby 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 the property, RESERVING UNTO Trustor, HOWEVER, 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. 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, Trustor agrees 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 Trustor shall be given by registered or certified mail to Trustor at the address set forth near the signatures on this Deed of Trust and Security Agreement or at such substitute address as Trustor 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 Trustor 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 Trustor.

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 Trustor hereby covenants and agrees 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, Security Agreement and Assignment of Rents, the following are included in the property subject to this Deed of Trust, Security Agreement and Assignment of Rents, which shall, for all purposes, be deemed to be fixtures: (a) all buildings, 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, Security Agreement and Assignment of Rents, 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. Trustor hereby 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 the 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. Upon any such default, the 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, 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 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. The rents assigned are any and all of the following: rents, subrents, earnings, income, receipts, revenues, royalties, issues and profits including without limitation by enumeration, those on account of oil and gas, and installments under any agreement of sale, cleaning deposits, performance deposits, and security deposits that are due or that become due, or that accrue while any portion of the indebtedness secured by this Deed of Trust remains unpaid, and any and all proceeds and accruals whatsoever that arise out of the hiring, subhiring, letting, subletting, or otherwise (collectively hereinafter referred to as "leasing"), of or from the whole or any part of the property, or furnishings, or furniture or other personal property used in connection with the use or occupancy of the property or now or hereafter placed in or upon the property. This assignment of rents is absolute and effective on and after the date of making of this Deed of Trust and is not given as mere additional security for the indebtedness secured by this Deed of Trust but is a necessary and integral part of the consideration given by Trustor to Beneficiary in the transaction that gives rise to this Deed of Trust. The creation, existence or exercise of Trustor's privilege and license to collect rents or Beneficiary's acceptance or exercise

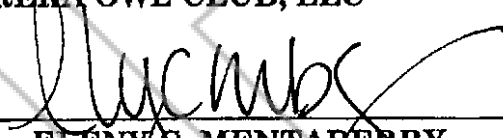


of the right to collect rents shall not subordinate this Deed of Trust to any leasing or be Beneficiary's affirmation of any leasing or assumption of any liability under any leasing.


22. IN THE EVENT THE TRUSTOR 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 Trustor has executed these presents the day and year first above written.

TRUSTOR:
EUREKA OWL CLUB, LLC

By 


ELENY C. MENTABERRY
Manager

By 

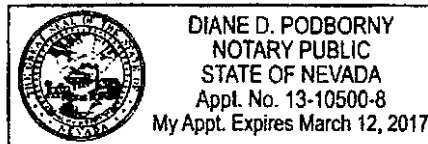
MICHAEL S. MENTABERRY
Manager

State of Nevada
County of Elko

This instrument was acknowledged before me on the 29th day of May, 2015, by **ELENY C. MENTABERRY** and **MICHAEL S. MENTABERRY**, Managers of **EUREKA OWL CLUB, LLC**.



NOTARY PUBLIC



**EXHIBIT "A"
LEGAL DESCRIPTION**

File No.: 01415-9668

PARCEL 1:

Lots 5 and 6, of Block 22, of the Town of Eureka, County of Eureka, State of Nevada, as the same appear on the Official Map on file in the Office of the County Recorder, Eureka County, Nevada.

EXCEPTING THEREFROM all uranium, thorium or other material which is or may be peculiarly essential to the production of fissionable materials lying in and under said land, as reserved by the United States of America, in patent recorded December 9, 1947, in Book 23, Page 226, Deed Records of Eureka County, Nevada.

PARCEL 2:

Lots 7 and 8, of Block 22, of the Town of Eureka, County of Eureka, State of Nevada, as the same appear on the Official Map on file in the Office of the County Recorder, Eureka County, Nevada.

EXCEPTING THEREFROM all uranium, thorium or other material which is or may be peculiarly essential to the production of fissionable materials lying in and under said land, as reserved by the United States of America, in patent recorded December 9, 1947, in Book 23, Page 226, Deed Records of Eureka County, Nevada.

PARCEL 3:

Lot 13, of Block 22, of the Town of Eureka, County of Eureka, State of Nevada, as the same appear on the Official Map on file in the Office of the County Recorder, Eureka County, Nevada.

And

All that part of Lot 12 of Block 22, which is more particularly described as follows:

Beginning at the Southwest corner of Lot 12, thence North 72°10' East, along the South side line of Lot 12, a distance of 110.36 feet to the Southeast corner of Lot 12;

Thence North 17°50' West along the East end line of Lot 12, a distance of 8 feet 3 inches to a point on the East end line of Lot 12;

Thence South 72°10' West and parallel with the South side line of Lot 12 to the West end line of Lot 12;

Thence South 18°3' East along the West end line of Lot 12, a distance of 8 feet 3 inches to the Southwest corner of Lot 12, the place of beginning.

And



Commencing at the Northwest corner of Lot 12, Block 22, thence North 72°10' East, along the North side line of Lot 12, a distance of 110.45 feet to the Northeast corner of Lot 12;

Thence South 17°50' East, along the East end line of Lot 12, a distance of 17 feet 3 inches to a point;

Thence South 72°10' West, parallel with the North end line of Lot 12, to a point on the West end line of Lot 12;

Thence North 18°09' West, along the West end line of Lot 12, a distance of 17 feet 3 inches, to the Northwest corner of Lot 12, the place of beginning.

EXCEPTING THEREFROM all uranium, thorium or other material which is or may be peculiarly essential to the production of fissionable materials lying in and under said land, as reserved by the United States of America, in patent recorded December 9, 1947, in Book 23, Page 226, Deed Records of Eureka County, Nevada.

(This legal description last recorded in Book 351, Page 94, Document No. 178898.)

