

DOC # 0229873

09/21/2015

11:18 AM

**Official Record**

Recording requested By  
JAMES & ROBIN CROMWELL

Eureka County - NV

Sara Simmons - Recorder

Fee: \$19.00

Page 1 of 6

RPTT

Recorded By: LH

Book- 584 Page-

0094

Assessor's Parcel #: 007-140-12

RECORDING REQUESTED BY AND RETURN TO:  
James and Robin Cromwell  
1195 Clyde Jr Rd.  
Fallon, NV 89406



0229873

**DEED OF TRUST**

THIS DEED OF TRUST, made this 10<sup>th</sup> day of Sept,  
2015, between MARK MOYLE FARMS, LLC, a Nevada limited  
liability company, of the County of Churchill, State of  
Nevada, hereinafter referred to as Trustor, WESTERN NEVADA  
TITLE COMPANY, a Nevada Corporation, hereinafter referred to  
as Trustee, and, JAMES CROMWELL and ROBIN CROMWELL, husband  
and wife, as joint tenants with right of survivorship, of 1195  
Clyde Jr., Rd., Fallon, Nevada 89406, hereinafter referred to  
as Beneficiaries,

**W I T N E S S E T H:**

WHEREAS, the Trustor are indebted to the Beneficiaries in  
the sum of ONE HUNDRED FIFTY THOUSAND (\$150,000.00), and have  
agreed to pay the same according to the terms of a certain  
Promissory Note of even date herewith, and,

WHEREAS, this deed of trust is intended to secure the  
payment of the obligations of said Promissory Note, and

NOW, THEREFORE, the Trustor, for the purpose of securing the payment of the sums due under said Promissory Note, and also of all other monies herein agreed or provided to be paid by the Trustor, or which may be paid out or advanced by the Beneficiaries to the Trustee under the provisions of this instrument, with the interest in each case, grant unto the Trustee all that certain lot, piece, or parcel of land situate in the County of Eureka, State of Nevada, more particularly bounded and described as follows, to-wit:

T.22N., R.54E., MDB&M

Section 7: SE $\frac{1}{4}$  SW $\frac{1}{4}$ ; SW $\frac{1}{4}$  SE $\frac{1}{4}$

Section 18: E $\frac{1}{2}$  NW $\frac{1}{4}$ ; W $\frac{1}{2}$  NE $\frac{1}{4}$ ; NE $\frac{1}{4}$  SW $\frac{1}{4}$ ; NW $\frac{1}{4}$  SE $\frac{1}{4}$ ;

EXCEPTING THEREFROM: all the oil, gas potash and sodium, lying in and under said land, as reserved by The United States of America in Patent recorded March 22, 1966, in Book 10, Page 210, Official Records, Eureka County, Nevada.

TOGETHER WITH all pumps, motors, pivots, mobile homes and shop barns.

TOGETHER with, all water and water rights, rights to the use of water, dams, ditches, canals, pipelines, reservoirs, wells, pumping stations and all other means for the diversion or use of water appurtenant to said land and 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.

This deed of trust will be security for the payment in lawful money of the United States of America, of any and all monies that may hereafter become due and payable from the Trustors to the Beneficiary from any cause whatsoever, and shall also be security for any and all renewals of the debt of the Trustors to the Beneficiary, however evidenced.

The following covenants: Numbers 1, 2 (\$ replacement value), 3, 4 (7%), 5, 6, 7 (reasonable), 8, and 9 of Nevada Revised Statutes, Section 107.030 relating to transfers in trust of estates in real property, to secure the performance of an obligation, or the payment of a debt, and to provide that certain covenants, agreements, obligations, rights and remedies thereunder may be adopted by reference, and other matters relating thereto, are hereby adopted and made a part of this deed of trust.

In addition to the above covenants, the said Trustors also promise and agree to neither commit nor permit waste to the said premises and to keep the same in good condition and repair.



It is specifically understood and agreed that until such time as the note secured by this deed of trust has been paid in full, the Trustors shall not remove any buildings or improvements now on the premises, or which may hereafter be erected on said premises.

This Deed of Trust is executed by the Trustors hereof and accepted by the Beneficiary hereof with the understanding and upon the express condition that in the event the real property described in this Deed of Trust, or any part thereof, is sold, transferred or alienated by Trustor in any way, or by operation of law, or otherwise, all obligations set forth in the Promissory Note which this instrument secures, irrespective of the maturity dates expressed therein, at the option of the Beneficiary hereof, and without demand or notice, shall immediately become due and payable.

Unless otherwise agreed to in a written modification to this Deed of Trust, properly recorded, the Promissory Note which is secured by this Deed of Trust shall mature and become due in full on the 15<sup>th</sup> day of June, 2020.

IN WITNESS WHEREOF, the Trustor has hereunto set hand by and through its authorized representatives the day and year

///

///





On this 10 day of September, 2015, personally appeared before me, a Notary Public, in and for the county and state aforesaid, TERESA Y. MOYLE, known to me or who proved to me to be the person, described in and who executed the above and foregoing instrument; who acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above-written.

  
\_\_\_\_\_  
Notary Public

