

DOC# 232144

10/31/2016

02:01PM

Official Record

Requested By
COW COUNTY TITLE CO.

Eureka County - NV

Lisa Hoehne - Recorder

Page: 1 of 9 Fee: \$47.00

Recorded By CH RPTT: \$0.00

Book- 0597 Page- 0103

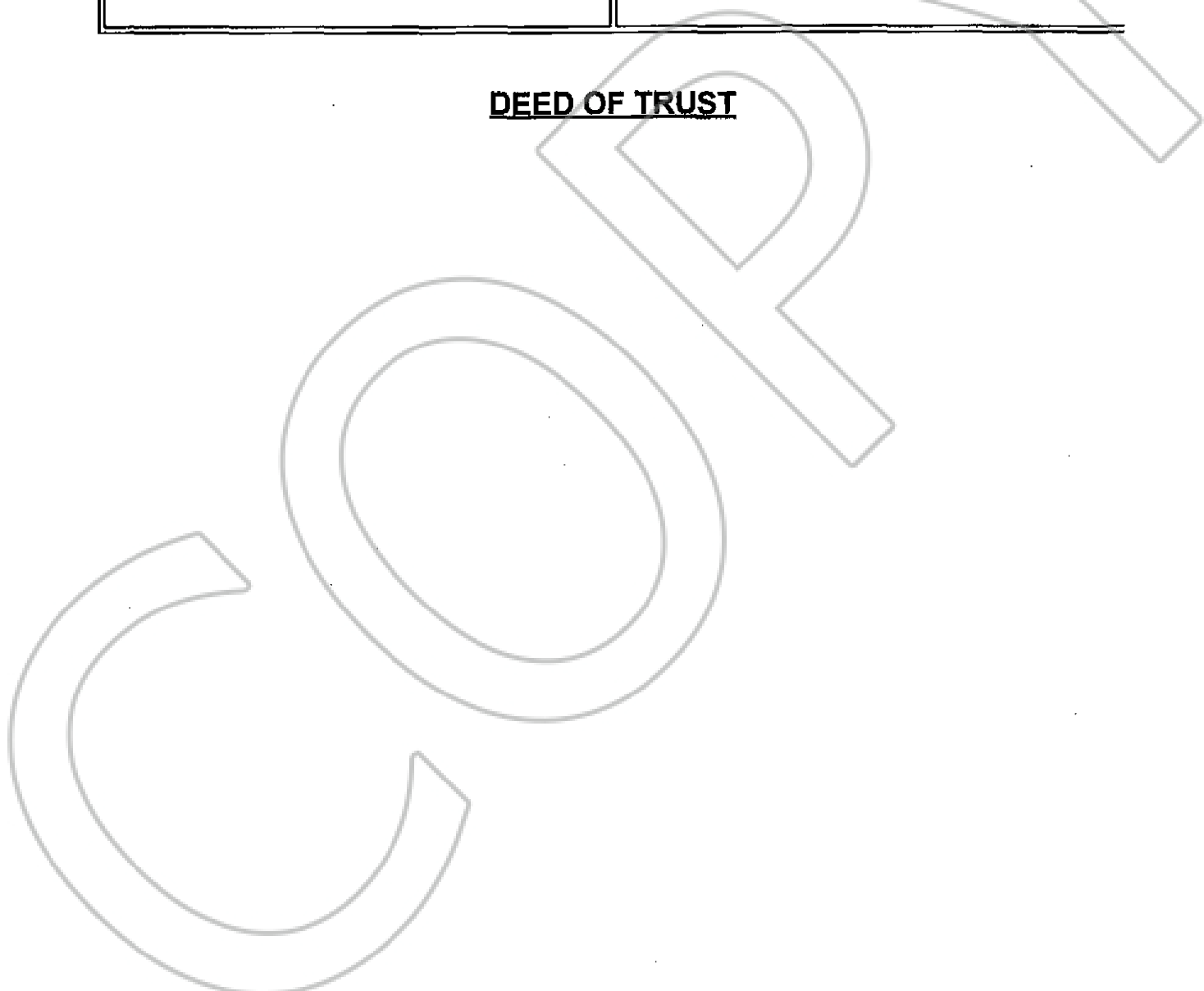


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A.P.N. No.:	007-200-31 - Eureka 008-300-02 - Eureka 007-591-02 - Nye
Escrow No.:	77421
Recording Requested By:	
Cow County Title Co.	
When Recorded Mail To:	
PACIFIC INTERMOUNTAIN MORTGAGE	
2420 Main Street	
Baker City, OR 97814	

(for recorders use only)

DEED OF TRUST



DEED OF TRUST

THIS DEED OF TRUST, made this 25th day of October, 2016, by and between RUTH MARTIN RANCHES, LLC; JUANITA RUTHEL MARTIN and VICKIE G. BUCHANAN, County of Eureka, State of Nevada, as Grantors, COW COUNTY TITLE CO., as Trustee, and MALHEUR FEDERAL CREDIT UNION, of Baker County, State of Oregon, as Beneficiary.

WITNESSETH:

That said Grantors hereby grant, convey and confirm unto said Trustee in trust with power of sale, the following described real property situate in the Counties of Nye and Eureka, State of Nevada, to-wit:

All that certain lot, piece of parcel of land situate in the County of Eureka, State of Nevada, described as follows:

SEE ATTACHED EXHIBIT "A"

TOGETHER with all improvements now thereon or which may hereafter be placed or constructed thereon or affixed in any way to the property .

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, and also all of the estate, right, title and interest, homestead or other claim or demand, as well in law as in equity, which the Grantors now have or may hereafter acquire of, in or to the said premises or any part thereof, with the appurtenances,

TOGETHER with all water rights and irrigation equipment described on Exhibit "A-1"

TOGETHER with Bureau of Land Management Grazing Allotments and Forest Service Grazing Permits described on Exhibit "B"

There is assigned to the Trustee as security all rents, issues and profits present and future, but which assignments Trustee agrees not to enforce so long as Grantors are not in default in the payment of any sum of performance of any act to be made or performed hereunder, but in the event of default, Grantors hereby give to and confer upon Beneficiary the right, power and authority to collect rents, issues and profits of said property or of any personal property located thereon, with or without taking possession of the property affected hereby, reserving to Grantors the right, prior to any default by Grantors in payment of any indebtedness secured hereby or in the performance of any agreement hereunder, to collect and retain such rents, issues and profits as they may accrue and become payable.

Further, in the event the Trustor shall elect to sell, convey, exchange, or otherwise transfer the real property herein above described prior to the date of maturity of the Promissory Note which this Deed of Trust secures, the entire balance, plus accrued interest, of such Promissory Note shall become due and payable on the date of such sale.



GRANTORS RECOGNIZE THAT THE LOAN DESCRIBED IN THIS NOTE WILL BE IN DEFAULT SHOULD ANY LOAN PROCEEDS BE USED FOR A PURPOSE THAT WILL CONTRIBUTE TO EXCESSIVE EROSION OF HIGHLY ERODIBLE LAND OR THE CONVERSION OF WETLAND TO PRODUCE OR TO MAKE POSSIBLE THE PRODUCTION OF AN AGRICULTURAL COMMODITY, SUBJECT TO 7 CFR PART 1940, SUBPART G, EXHIBIT M.

TO HAVE AND TO HOLD the same unto the said Trustee and its successors, upon the trusts herein after expressed, namely:

As security for the payment of (a) NINE HUNDRED EIGHTY THOUSAND DOLLARS AND NO/100 DOLLARS (\$980,000.00), lawful money of the United States of America, with interest thereon in like lawful 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 Grantors to the Beneficiary; (b) such additional amounts as may be hereafter loaned by the Beneficiary or its successors to the Grantors, or any of them, or any successor in interest of the Grantors, with interest thereon, and any other indebtedness or obligation of the Grantors', and any present or future demands of any kind or nature which the Beneficiary, or its successors may have against the Grantors, 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.

Grantors grant 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 Grantors' for which Beneficiary may claim this deed of Trust as security.

This an all-inclusive first Deed of Trust.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: The Grantors promise to properly care for and keep property herein described in at least its present conditions, order and repair; to care for, protect and repair all buildings and improvements situate thereon or which may hereafter be placed or constructed thereon; not to remove or demolish any buildings or other improvements situate thereon or hereafter placed or constructed thereon; and otherwise to protect and preserve the said premises and the improvements and not to commit or permit any waste or deterioration of such buildings and improvements or of such premises.



SECOND: The following covenants, Nos. 1,2 (full insurable value); 3,4 (at a rate equal to 2% per annum plus the note's interest rate), 5,6,7 (reasonable), 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

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

FOURTH: All the provisions of this instrument shall inure to, apply to, and bind the heirs, legal representatives, successors and assignees of each party hereto respectively as the context permits.

FIFTH: 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 or certified letter to the Grantors at 920 County Road 101, Eureka, NV 89316, and such notice shall be binding upon the Grantors and all assignees or grantees from the Grantors.

SIXTH: It is expressly agreed that the trusts created hereby are irrevocable by the Grantors.

IN WITNESS WHEREOF, grantors have executed these presents the day and year first above written.

RUTH MARTIN RANCHES, LLC:


JUANITA RUTHEL MARTIN, MEMBER


VICKIE G. BUCHANAN, MEMBER

INDIVIDUALLY:


JUANITA RUTHEL MARTIN


VICKIE G. BUCHANAN

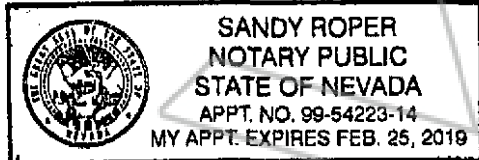


STATE OF NEVADA)
County of ~~Eureka~~ NYE) ss

October 26, 2016

On October 26, 2016, personally appeared before me, a Notary Public, Juanita Ruthel Martin, as a member of Ruth Martin Ranches, LLC., a Nevada Limited Liability Company, who acknowledged to me that they executed the foregoing instrument.


Sandy Roper, Notary Public

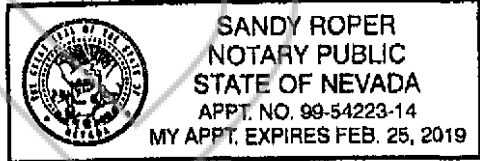


STATE OF NEVADA)
County of ~~Eureka~~ NYE) ss

October 26, 2016

On October 26, 2016, personally appeared before me, a Notary Public, Vickie G. Buchanan, as a member of Ruth Martin Ranches, LLC., a Nevada Limited Liability Company, who acknowledged to me that they executed the foregoing instrument.



Sandy Roper, Notary Public

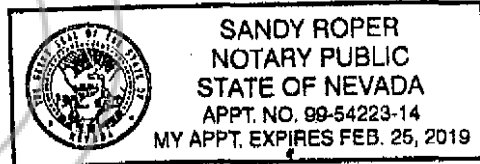


STATE OF NEVADA)
County of ~~Eureka~~ NYE) ss

October 26, 2016

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Sandy Roper, Notary Public

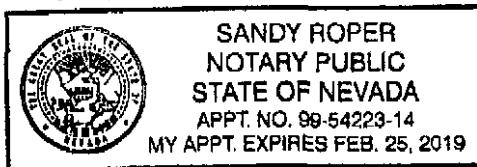


STATE OF NEVADA)
County of ~~Eureka~~ NYE) ss

October 26, 2016

On October 26, 2016, personally appeared before me, a Notary Public, Vickie G. Buchanan, Individually, who acknowledged to me that they executed the foregoing instrument.


Sandy Roper, Notary Public



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EXHIBIT "A"
LEGAL DESCRIPTION

File No.: 77421

All that certain real property situate in the County of Eureka, State of Nevada, described as follows:

PARCEL ONE:

Township 21 North, Range 53 East, M.D.B. & M.

Section 13: All

ASSESSOR'S PARCEL NUMBER FOR 2016 - 2017: 007-200-31

PARCEL TWO:

H.E. Survey No. 85, embracing a portion of the unsurveyed public domain located in Eureka County, Nevada, more particularly bounded and described as follows:

Beginning at Corner no. 1, from which the South Corner of Sections 35 and 36 in Township 16 North, Range 49 East, M.D.B. & M., bears North 2' West, 142.99 chains distant;

Thence South 58°28' East, 8.21 chains to Corner No. 2;

Thence South 10°16' East, 45.86 chains to Corner No. 3;

Thence South 24°51' East, 28.62 chains to Corner No. 4;

Thence North 88°43' West, 14.75 chains to Corner No. 5;

Thence North 18°9' West, 29.13 chains to Corner No. 6;

Thence North 4°5' West, 47.44 chains to Corner No. 1, the place of beginning according to the official plat of the Survey of said land, on file in the General Land Office as Patent No. 489452.

The above legal description is a metes and bounds description and was obtained from a Deed, recorded August 12, 2015 in Book 582 of Official Records, page 68, as File No. 229744, Eureka County, Nevada records.

This additional information required by NRS 111.312 and NRS 239B.030.

ASSESSOR'S PARCEL NUMBER FOR 2016 - 2017: 008-330-02

All that certain real property situate in the County of Nye, State of Nevada, described as follows:

PARCEL THREE:

H.E. Survey No. 142, embracing a portion of Sections 25 and 36 in Township 15 North, Range 49 East, M.D.B. & M., more particularly described as follows:

Beginning at Corner No. 1 from which U.S. Location Monument No. 275 bears South 58°45' West, 11.05 chains distant;

Thence North 11°18' East, 21.79 chains to Corner No. 2;

File No.: 77421
Exhibit A Legal Description

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Thence South 70°4' East, 14.78 chains to Corner No. 3;
Thence South 41' West, 45.79 chains to Corner No. 4;
Thence South 23°25' West, 28.99 chains to Corner No. 5;
Thence South 87°34' West, 3.99 chains to Corner No. 6;
Thence North 12°3' East, 31.81 chains to Corner No. 7;
Thence North 19°11' West, 26.63 chains to Corner No. 1, the place of beginning according to the official plat of the Survey of the land, on file in the General Land Office as Patent No. 1019483.

The above legal description is a metes and bounds description and was obtained from a Deed, recorded January 30, 2015 as File No. 826674, Nye County, Nevada records.

This additional information required by NRS 111.312 and NRS 239B.030.

ASSESSOR'S PARCEL NUMBER FOR 2016 - 2017: 007-591-02

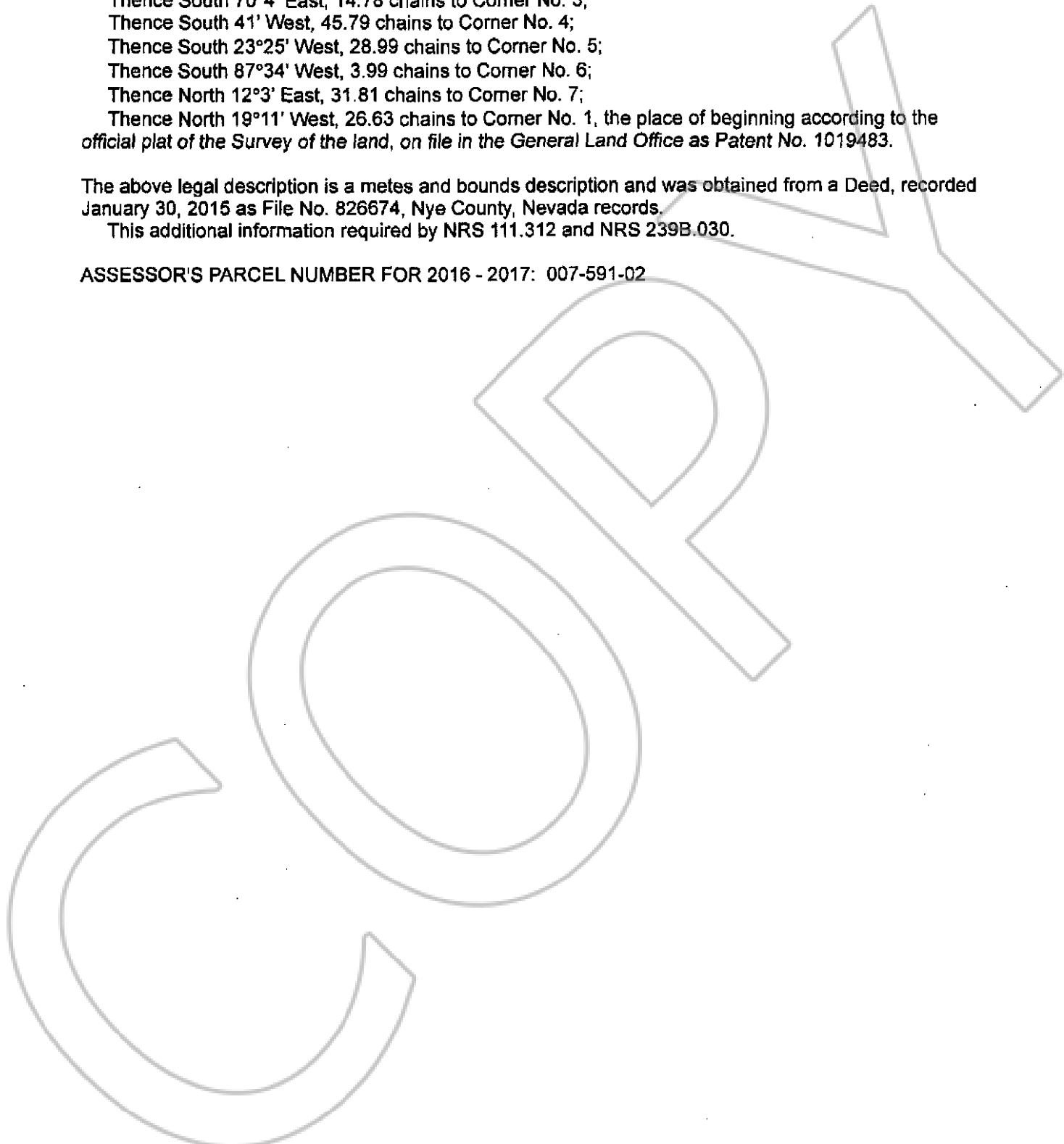


EXHIBIT "A-1"

Ruth Martin Ranches, LLC

All fixtures (including trade fixtures), supplies, equipment and inventory used for the production of water on the Real Property or for the irrigation or drainage thereof, whether now owned or hereafter acquired, and whether now existing or hereafter arising, and all proceeds (including insurance proceeds) from the sale or other disposition of any of such Property. Said fixtures, supplies, equipment and inventory include, but are not limited to, the following:

WATER RIGHTS

Application:	Certificate:	Use:	Source:	Acres or Head:
18786 86253	5756	Irrigation Domestic	Underground	320.00 acres
18787 86252	5757	Irrigation Domestic	Underground	320.00 acres
18788	5758	Irrigation Domestic	Underground	320.00 acres
18789	5759	Irrigation Domestic	Underground	320.00 acres
2484	393	Irrigation Stockwatering	Bog Springs	3.68 acres
2485	7900	Stockwatering	Blackburn Spring	100 head
4343	739	Irrigation Domestic	Copenhagen Creek	46.4 acres
Vested Right				
V01054		Stockwatering	Foley's Spring	150 head
V01055		Stockwatering Domestic	Blackburn Spring	150 head

IRRIGATION EQUIPMENT**Pumping Plant #1:**

General Electric 100 hp well motor, ID# WJP903028
Layne & Bowler well pump
Zimmatic Seven (7) tower pivot, S021439

Pumping Plant #2:

100 hp well motor, S/N V1121402
Layne & Bowler well pump, L25341
Zimmatic Seven (7) tower pivot, S/N unknown

Pumping Plant #3:

General Electric 100 hp well motor, ID# WJP903028
Well pump, unknown make
Zimmatic Seven (7) tower pivot, S/N unknown



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Exhibit "B"

GRAZING PERMITS

All grazing leases, permits, allotments, licenses and privileges (the "Permits") covering state or federally owned lands used or operated in connection with the Real Property described in Exhibit "A", together with all renewals of such Permits. Said Permits include, but are not limited to, the following:

BUREAU OF LAND MANAGMENT

Permit Number:	AUM's:
2706064 Sweeney Wash	478 Active AUM's

UNITED STATES FOREST SERVICE

Permit Number:	Grazing Allotment:
30054	Horse Heaven C&H #304
30054	North Monitor Winter C&H #311



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