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Official Record

Recording requested By
SCHROEDER & LEZAMIZ

Eureka County - NV

Lisa Hoehne - Recorder

Fee: \$17.00 Page 1 of 4

RPTT: Recorded By: LH

Book- 598 Page- 0113



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APN: 008-130-01

**Recording Requested By
and Return to:**

William Alan Schroeder
550 East Sunnyridge Court
Boise, Idaho 83702

The undersigned affirms that
this document does not contain
a social security number.

Grantor's Address:

P.O. Box 295
Eureka, NV 89316

Beneficiary's Address:

550 East Sunnyridge Court
Boise, Idaho 83702

DEED OF TRUST

THIS DEED OF TRUST, made this 28th day of October, 2016, by and between **KEVIN R. BORBA** and **SUSAN A. BORBA**, husband and wife, jointly and severally, hereinafter called "Grantor," and **STEWART TITLE COMPANY**, as Trustee, and **WILLIAM ALAN SCHROEDER** and **DIANE J. SCHROEDER**, husband and wife, hereinafter called "Beneficiary," it being specifically understood that any and all references to the words "Grantor" and "Beneficiary" shall include the masculine, feminine, and neuter genders, and singular and plural, as indicated by the context and number of parties hereto:

W I T N E S S E T H:

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

TOWNSHIP 18 NORTH, RANGE 51 EAST, MDB&M

Section 18: W $\frac{1}{2}$ NE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$; Lot 3; Lot 4; E $\frac{1}{2}$ SW $\frac{1}{4}$;

Section 19: NW $\frac{1}{4}$ NE $\frac{1}{4}$; W $\frac{1}{2}$; W $\frac{1}{2}$ SE $\frac{1}{4}$

TOWNSHIP 18 NORTH, RANGE 51 EAST, MDB&M

Section 30: N $\frac{1}{2}$; N $\frac{1}{2}$ S $\frac{1}{2}$

TOGETHER WITH all buildings and improvements situate thereon.

TOGETHER WITH the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, including any USDI-BLM Grazing Permit and associated USDI-BLM Grazing Preference and public land range improvements within the Fish Creek Ranch Allotment (#10038), Mount Lewis Field Office, Battle Mountain District, Nevada, BLM, and including any USDI-BLM Grazing Permit and associated USDI-BLM Grazing Preference and public land range improvements within the Duckwater Allotment (#00701), Egan Field Office, Ely District, Nevada, BLM.

SUBJECT to any and all exceptions, reservations, restrictions, restrictive covenants, assessments, easements, rights and rights-of-way existing or of record.

TO HAVE AND TO HOLD the same unto said Trustee and its successors, in trust, to secure the performance of the following obligations, and payment of the following debts:

ONE: Payment of an indebtedness evidenced by a certain Promissory Note dated October 28, 2016, in the principal amount of thirty-nine thousand, five-hundred dollars (\$39,500.00) with interest thereon, expenses, attorney fees and other payments therein provided, executed and delivered by the Grantor payable to the Beneficiary on order, and any and all extensions or renewals thereof.

TWO: Payment of such additional amounts as may be hereafter loaned by the Beneficiary to the Grantor, or any successor in interest of the Grantor, with interest thereon, expenses and attorney fees, and any other indebtedness or obligation of the Grantor to the Beneficiary.

THREE: Payment of all other sums with interest thereon becoming due or payable under the provisions hereof to either Trustee or Beneficiary.

FOUR: Payment, performance and discharge of each and every obligation, covenant, promise and agreement of Grantor herein or in said Note contained, and of all renewals, extensions, revisions and amendments of the above-described Note and any other indebtedness or obligation secured hereby.

To protect the security of this Deed of Trust, it is agreed as follows:

1. The Beneficiary has the right to record notice that this Deed of Trust is security for the additional amounts and obligations not specifically mentioned herein, but which constitute indebtedness of obligations of the Grantor for which the Beneficiary may claim this Deed of Trust as security.



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2. The Grantor shall keep the property herein described in good condition, order and repair; shall not remove or demolish any buildings, fixtures, improvements or landscaping thereon or hereafter placed or constructed thereon; shall not commit or permit any waste or deterioration of the land, buildings and improvements; and shall not do nor permit to be done anything which shall impair, lessen, diminish or deplete the security hereby given.

3. The following covenants, Nos. 1; 2 (replacement value); 3; 4 (interest three percent (3.0%)); 5; 6; 7 (reasonable); 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust. In connection with Covenant No. 6, it shall be 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 deficiencies in the performance of this Deed of Trust.

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. If default be made in the performance or payment of the obligations, note or debt secured hereby, or in the performance of any of the terms, conditions and covenants of the Deed of Trust, or the payment of any sum or obligation to be paid 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 NRS 107.080 as in effect on the date of this Deed of Trust, Beneficiary may declare all notes, debts and sums secured hereby or payable hereunder immediately due and payable although the date of maturity has not yet arrived.

7. In case of condemnation of the property subject hereto, or any part thereof, by paramount authority, all of any condemnation award to which the Grantor shall be entitled, less costs and expenses of litigation, is hereby assigned by the Grantor to the Beneficiary, to the extent the Beneficiary is entitled thereto, 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.

8. The Promissory Note dated October 28, 2016, secured by this Deed of Trust is made a part hereof as if fully herein set out.

9. 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.

10. All the provisions of this instrument shall inure to and bind the heirs, legal representatives, successors and assigns of each party hereto respectively as the context permits. All obligations of each Grantor hereunder shall be joint and several.



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11. Any notice given to Grantor under Section 107.080 of NRS in connection with this Deed of Trust shall be given by registered or certified letter to the Grantor addressed to the address set forth above, or at such substitute address as Grantor may direct in writing to Beneficiary and such notice shall be binding upon the Grantor and all assignees or grantees of the Grantor.

12. It is expressly agreed that the trusts created hereby are irrevocable by the Grantor.

13. The waiver by the Beneficiary of any default or breach of any of the provisions, covenants or conditions hereof on the part of the Grantor to be kept and performed shall not be a waiver of any preceding or subsequent default or breach of the same or any other provision, covenant or condition contained herein.

14. In the event Grantor 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 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 WHEREOF, the Grantor has executed these presents the day and year first hereinabove written.

GRANTOR:

Kevin R. Borba

KEVIN R. BORBA

Susan A. Borba

SUSAN A. BORBA

STATE OF NEVADA)
 : ss.
COUNTY OF EUREKA)

This instrument was acknowledged before me on this 22nd day of ~~November~~ December, 2016, by **KEVIN R. BORBA** and **SUSAN A. BORBA**.

Toni M. Wright

NOTARY PUBLIC

