

APN# 007-330-27

**DOC# 232592**

02/02/2017

03:05PM

**Official Record**

Requested By

COPENHAVER & MCCONNELL, PC

**Eureka County - NV**

**Lisa Hoehne - Recorder**

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Fee: \$18.00

Recorded By CH

RPTT: \$0.00

Book- 0599 Page- 0098



0232592

Send tax statements to:

William and Darla Baumann

P.O. Box 881

Eureka, NV 89316

When recorded return to:

Copenhaver & McConnell, P.C.

950 Idaho Street

Elko, NV 89801

**DEED OF TRUST**

THIS DEED OF TRUST, made this 30<sup>th</sup> day of December, 2016, by and between **WILLIAM E. BAUMANN and DARLA R. BAUMANN**, husband and wife, as Trustors; **COPENHAVER & MCCONNELL, PC**, as Trustee; and **JAMES E. BAUMANN and VERA L. BAUMANN** as Trustees of the **BAUMANN FAMILY TRUST**, executed February 26, 2007, as Beneficiaries,

**W\_I\_T\_N\_E\_S\_S\_E\_T\_H:**

Trustors hereby grant, transfer and assign to the Trustee in trust, with power of sale, all of the following described real properties situate in the County of Eureka, State of Nevada, more particularly described as follows:

**Parcel No. 1:**

Commonly known as 710 3<sup>rd</sup> Street, Diamond Valley, Eureka County, Nevada

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See Exhibit A

**TOGETHER WITH** any and all improvements of any name or nature situate thereon.

**TOGETHER WITH** all and singular the tenements, hereditaments and reversions, remainder and remainders, rents, issues and profits thereof.

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.

Includes all water rights and the well located on the property.

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, with the interest thereon as provided therein, expenses, late payment penalties, attorney fees and other payments therein provided, executed and delivered by the Trustors 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 Beneficiaries.

THREE: Payment, performance, and discharge of each and every obligation, covenant, promise and agreement of Trustors herein or in said Promissory Note contained and of all renewals, extensions, revisions and amendments of the above-described 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 properties.

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

1. The following covenants, Nos. 1, 2-(insurable value), 3, 4 (as stated in the promissory note), 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), 7 (reasonable), and 8 and 9 of N.R.S. 107.030, are hereby adopted and made a part of this Deed of Trust.

2. All payments secured hereby shall be paid in lawful money of the United States of America.

3. The Beneficiaries and any persons authorized by the Beneficiaries shall have the right to enter upon and inspect the premises at all reasonable times.



4. In case of condemnation of the property subject hereto, or any part thereof, by paramount authority, all of any condemnation award to which the Trustors shall be entitled less costs and expenses of litigation is hereby assigned by the Trustors to the Beneficiaries, who are 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.

5. Any notices to be given Trustors shall be given by registered or certified mail to Trustors at the address set forth near the signatures in this Deed of Trust or at such substitute address as Trustors may designate in writing duly delivered to Beneficiaries to Trustee, and such address set forth in this Deed of Trust, or such substitute address as is designated in writing duly served as aforesaid, shall be deemed conclusively to be the correct address of Trustors, for all purposes in connection with said Deed of Trust, including, but not limited, to giving of notices permitted or required by statute to be mailed to Trustors.

6. 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 Trustors hereunder shall be joint and several. The word "Trustors" 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.

7. It is expressly agreed that the trusts created hereby are irrevocable by the Trustors.

8. The Trustors 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 not remove, damage or demolish any buildings or other improvements on the property unless the Beneficiaries give prior consent thereto or the building or improvement is immediately replaced with one of equal value or more.

9. At any time or from time to time, without liability therefor and without notice, on written request to Beneficiaries and presentation of this Trust Deed and the 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.



10. IN THE EVENT THE TRUSTORS SHALL SELL, CONVEY OR ALIENATE SAID PROPERTY OR ANY PART THEREOF, OR ANY INTEREST THEREIN, OR SHALL BE DIVESTED OF ITS TITLE OR ANY INTEREST THEREIN IN ANY MANNER OR WAY, WHETHER VOLUNTARY OR INVOLUNTARY, WITHOUT THE WRITTEN CONSENT OF THE BENEFICIARIES BEING FIRST HAD AND OBTAINED, BENEFICIARIES 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 Trustors have executed these presents the day and year first above written.

  
WILLIAM E. BAUMANN

  
DARLA R. BAUMANN

State of Nevada  
County of Eureka

This instrument was acknowledged before me on the 31<sup>st</sup> day of December, 2016, by WILLIAM E. BAUMANN and DARLA R. BAUMANN.

  
NOTARY PUBLIC

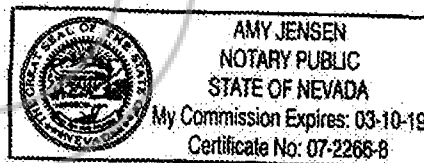


Exhibit A

APN 007-330-27

Township 20 North, Range 53 East, M.D.B.&M.

Commencing at the SW Corner of Section 10, Township 20 North, Range 53 East, M.D.Mer.,  
the TRUE POINT OF BEGINNING.

Thence N 0°01'00"W along the west boundary of said section 10, 251.00 feet;

Thence S 89°50'00"E, 2639.66 feet to a point on the center 1/16 line of said Section 10;

Thence N 89°50'00"W along the south boundary line of said Section 10, 2639.66 feet to the  
TRUE POINT OF BEGINNING.

Containing 662,551.27 square feet or 15.2101 acres of the SW 1/4 Section 10, Township 20  
North, Range 53 East, M.D.Mer., Eureka County, Nevada.

Section 15; Northwest 1/4; North 1/2 of the Southwest 1/4; the Southeast 1/4 Southwest 1/4; Lot 1

EXCEPTING THEREFROM Parcel B as shown on that map file in the Office of the County  
Recorder of Eureka County, Nevada as File Number 165069.

FURTHER EXCEPTING THEREFROM that parcel conveyed to Eureka County Nevada by  
Deed recorded February 22, 1990 in Book 208, Page 276.



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