

The undersigned hereby affirms that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

APN 009-371-03, 011-161-02 (Nye County)
008-130-01 (Eureka County)
Order No. TSF-24579-DW

When Recorded Mail to:
Title Service and Escrow, Co
25 S. West Street
Fernley, NV 89408

DOC# 232986

05/11/2017 04:34PM

Official Record

Requested By
COW COUNTY TITLE CO.

Eureka County - NV

Lisa Hoehne - Recorder

Page: 1 of 4 Fee: \$17.00
Recorded By CH RPTT: \$0.00
Book- 0601 Page- 0148



0232986

SPACE ABOVE FOR RECORDER'S USE ONLY

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 29th day of January, 2017, between KEVIN R. BORBA AND SUSAN A. BORBA, husband and wife as joint tenants, herein called TRUSTOR, whose address is P.O Box 295, Eureka, CA 89316, TITLE SERVICE AND ESCROW COMPANY, a Nevada corporation, herein called TRUSTEE, and MANUEL FARIA, JR. AND DOLLIE FARIA, husband and wife as community property with right of survivorship and DANIEL J. FARIA, a married man as his sole and separate property and as Trustee of both ARLET N. FARIA MARITAL DEDUCTION TRUST and the ARLET N. FARIA FAMILY TRUST, herein called BENEFICIARY, whose address is P.O Box 1137, Tipton, CA 93272

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS, AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Nye and Eureka County, Nevada, described as:
SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

FOR THE PURPOSE OF SECURING: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$90,692.12 executed by Trustor in favor of Beneficiary or order. 3. Payment of such additional sums as may hereafter be advanced for the account of Trustor or Assigns by Beneficiary with interest thereon.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (16) inclusive of the Deed of Trust recorded in the Book and at the page, or Document No. of Official Records in the Office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz:

Lyon, OCT. 30, 1997, as No. 211663
 Mineral, NOV. 4, 1997, in Book 173, pages 267 - 269 as No. 11785

COUNTY	DOC. NO.	BOOK	PAGE	COUNTY	DOC. NO.	BOOK	PAGE
Clark	413987	514		Churchill	104132	34 mtgs	591
Washoe	407205	734	221	Douglas	24495	22	415
Nye	47157	67	163	Eureka	39602	3	283
Ormsby	72637	19	102	Humboldt	116986	3	83
Pershing	57488	28	58	Lander	41172	3	758
Storey	28573	R mtgs	112	Lincoln	41292	0 mtgs	467
White Pine	128126	261	341-344				

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provision; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be reasonable and with respect to attorneys' fees provided for by covenant 7 the percentage shall be reasonable.

Trustor agrees that Trustor shall not assign or transfer this Deed of Trust, the Promissory Note secured hereby, or any obligation or interest hereunder or the property, or any part thereof, which is described in this Deed of Trust, without written consent of Beneficiary. Any attempted Assignment or Transfer by Trustor in violation of the foregoing provision may, at Beneficiary's option, be deemed a default by the Trustor, and Beneficiary may pursue such remedy or remedies as may be available to it for such a material breach.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.


 KEVIN R. BORBA


 SUSAN A. BORBA



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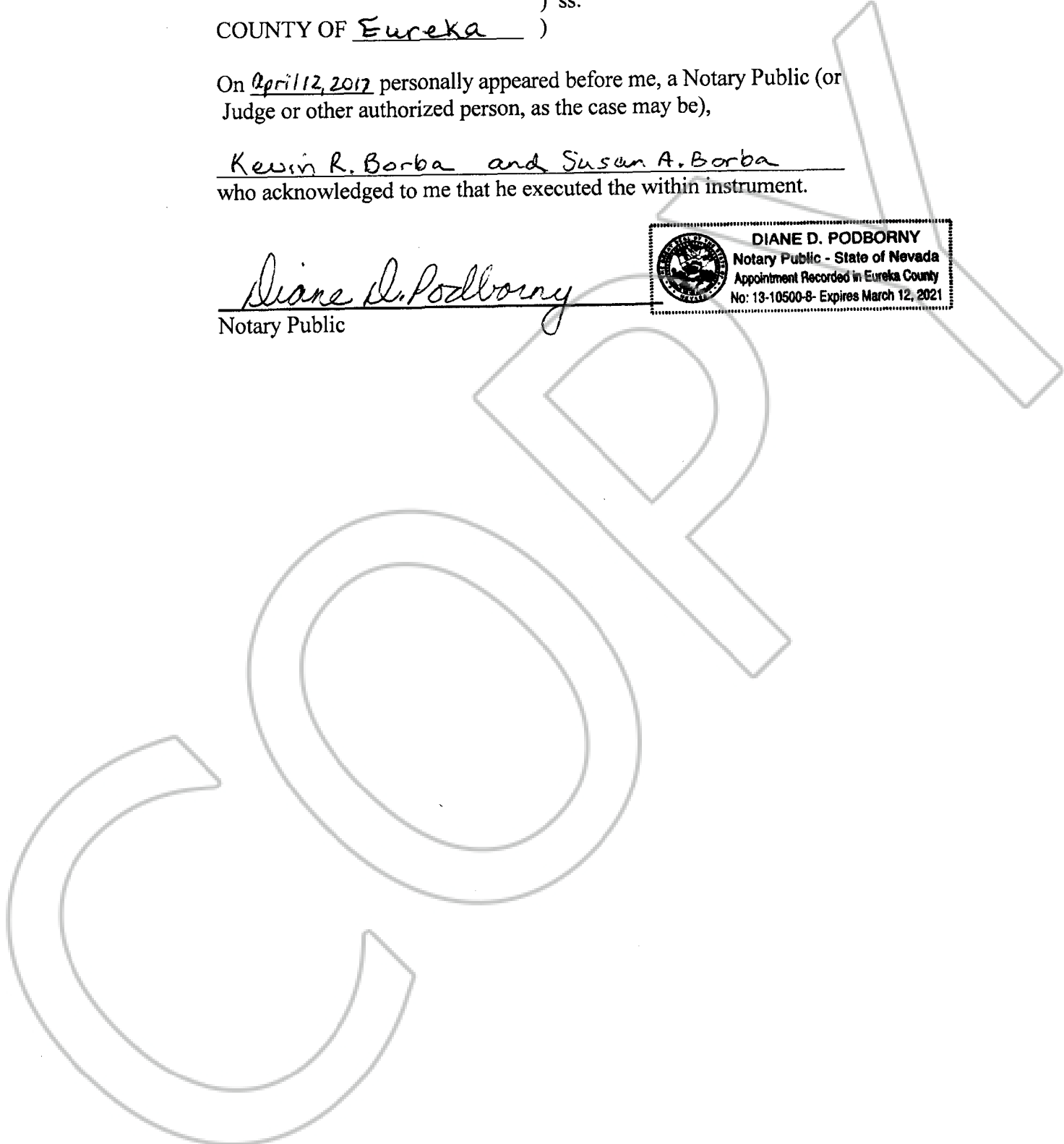
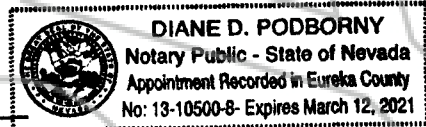
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STATE OF Nevada)
) ss.
COUNTY OF Eureka)

On April 12, 2017 personally appeared before me, a Notary Public (or Judge or other authorized person, as the case may be),

Kevin R. Borba and Susan A. Borba
who acknowledged to me that he executed the within instrument.

Diane D. Podborny
Notary Public



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**EXHIBIT "A"
LEGAL DESCRIPTION**

File No.: 77726

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

PARCEL ONE

TOWNSHIP 14 NORTH, RANGE 51 EAST, M.D.B.& M.

Section 24: The West Half (W1/2) of the Southwest Quarter (SW1/4) and the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) and the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4)

ASSESSOR'S PARCEL NUMBER FOR 2016 – 2017: 009-371-03

TOWNSHIP 15 NORTH, RANGE 53 EAST, M.D.B.& M.

Section 28: The Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4)

ASSESSOR'S PARCEL NUMBER FOR 2016 – 2017: 011-161-02

PARCEL TWO

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

TOWNSHIP 18 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 18: The West Half (W1/2) of the Northeast Quarter (NE1/4) and the East Half (E1/2) of the Northwest Quarter (NW1/4) and the West Half (W1/2) of the Southeast Quarter (SE1/4) and the Southwest Quarter (SW1/4)

Section 19: The Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) and the West Half (W1/2) and the West Half (W1/2) of the Southeast Quarter (SE1/4)

Section 30: The North Half (N1/2) and the North Half (N1/2) of the South Half (S1/2)

ASSESSOR'S PARCEL NUMBER FOR 2016 – 2017: 008-130-01

009-371-03-Nye; 011-161-02-Nye; and 008-130-01-Eur

