

APN: 007-250-27
01415-27541

ADDRESS FOR TAX STATEMENTS:

David Jordon Groth
P.O. Box 661
Eureka, NV 89316

EUREKA COUNTY, NV		2017-234128
Rec:\$35.00		
\$35.00	Pgs=5	11/20/2017 11:41 AM
STEWART TITLE ELKO		
LISA HOEHNE, RECORDER		

When recorded return to:
Stewart Title Company
810 Idaho Street
Elko, NV 89801

SECOND DEED OF TRUST

THIS SECOND DEED OF TRUST, made this 17th day of November, 2017, by and between **DAVID JORDON GROTH**, a single man, as Grantor, **STEWART TITLE COMPANY**, as Trustee, and **DEBRA L. NEWTON**, a single woman, as Beneficiary.

W_I_T_N_E_S_S_E_T_H:

That said Grantor hereby grants, conveys and confirms unto said Trustee, in trust, with power of sale, the following described real property situate in the County of Eureka, State of Nevada, to-wit:

PARCEL 1:

TOWNSHIP 21 NORTH, RANGE 54 EAST, M.D.B.&M.
Section 17: W $\frac{1}{2}$;

EXCEPTING THEREFROM all oil and gas in and under said land as reserved in Patent from the United States of America, recorded October 23, 1963, in Book 27, Page 56, Deed Records of Eureka County, Nevada.

PARCEL 2:

TOWNSHIP 21 NORTH, RANGE 54 EAST, M.D.B.&M.
Section 17: E $\frac{1}{2}$;

EXCEPTING THEREFROM all oil and gas in and under said land as reserved in Patent from the United States of America, recorded October 23, 1963, in Book 27, Page 56, Deed Records of Eureka County, Nevada.

TOGETHER WITH all water and water rights, ditch or ditch rights and other rights to water, of any nature whatsoever, appurtenant to the property, including but not limited to Certificate Numbers 5987, 5988, 5989 and 5990.

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.

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, in the principal amount of FIVE HUNDRED THOUSAND AND NO/100ths DOLLARS, (\$500,000.00), with the interest thereon as provided therein, expenses, late payment penalties, attorney fees, and other payments therein provided, executed and delivered by the Trustor payable to the Beneficiary or other, 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 Beneficiary.

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

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

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

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

3. The Beneficiary and any persons authorized by the Beneficiary 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 Trustor shall be entitled less costs and expenses of litigation is hereby assigned by the Trustor to the Beneficiary, 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.

5. Any notices to be given Trustor shall be given by registered or certified mail to Trustor at the address set forth in this Second Deed of Trust or at such substitute address as Trustor may designate in writing duly delivered to Beneficiary to Trustee, and such address set forth in this Second 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 Trustor, for all purposes in connection with said Second Deed of Trust, including, but not limited, to giving of notices permitted or required by statute to be mailed to Trustor.

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 Trustor hereunder shall be joint and several. The word "Trustor" 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 Trustor.

8. The Trustor 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 Second Deed of Trust, and not remove, damage or demolish any buildings or other improvements on the property unless the Beneficiary gives 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 Beneficiary and presentation of this Second Deed of Trust and the Promissory 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 Second Deed of Trust to subsequent liens, encumbrances or charges therein.

10. IN THE EVENT TRUSTOR 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 THE 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.

11. It is expressly understood and agreed that this Second Deed of Trust is second only and subordinate **ONLY** to that certain First Deed of Trust dated executed by Grantor in favor of **FIRST FINANCIAL BANK**, in the original amount of \$1,240,000.00.

IN WITNESS THEREOF, the Trustor has executed these presents the day and year first above written.

TRUSTOR:



DAVID JORDON GROTH

State of Nevada

County of Elko

This instrument was acknowledged before me on the 17th day of NOVEMBER, 2017, by **DAVID JORDON GROTH**.



NOTARY PUBLIC

