

<b>A.P.N. No.:</b>	007-440-16
<b>File No.:</b>	190813
<b>Recording Requested By:</b>	
Stewart Title Company	
<b>When Recorded Mail To:</b>	
Elaine W. Burnham	
HC 62 Box 62153	
Eureka, NV 89316	

EUREKA COUNTY, NV	<b>2018-235184</b>
Rec:\$35.00	05/24/2018 03:57 PM
\$35.00 Pgs=9	
STEWART TITLE ELKO	
LISA HOEHNE, RECORDER	

(for recorders use only)


**SECOND DEED OF TRUST**  
**(Title of Document)**

**Please complete Affirmation Statement below:**

X I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

-OR-

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law: \_\_\_\_\_  
 (State specific law)

  
 \_\_\_\_\_  
 Signature

ESCROW OFFICER  
 \_\_\_\_\_  
 Title

PAMELA J. AGUIRRE  
 Print Signature

This page added to provide additional information required by NRS 111.312 Sections 1 - 2 and NRS 239B.030 Section 4.

This cover page must be typed or printed in black ink.

(Additional recording fee applies)

# SECOND DEED OF TRUST

THIS DEED OF TRUST, made and entered into as of the 24<sup>th</sup> day of May, 2018, by and between, LAVON S. MILLER and KRISTI R. MILLER, husband and wife as community property with right of survivorship, of Eureka, Nevada, hereinafter called the Trustor; STEWART TITLE COMPANY, a Nevada corporation, hereinafter called the Trustee; and ELAINE W. BURNHAM, a widow of Eureka, Nevada, hereinafter called the Beneficiary; it being understood that the words used herein in any gender includes all other genders, the singular number includes the plural, and the plural the singular,

## W I T N E S S E T H:

THAT WHEREAS, the Grantor is indebted to the Beneficiary in the sum of **ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$125,000.00)**, lawful money of the United States, and has agreed to pay the same according to the terms and tenor of a Promissory Note from Trustor to Beneficiary, which Note is in the words and figures as follows to-wit:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**WILSON | BARROWS | SALYER | JONES**

442 Court Street | Elko, Nevada 89801 | 775.738.7271

# PROMISSORY NOTE

\$125,000.00

Elko, Nevada, <sup>May</sup> April 24, 2018.

**FOR VALUE RECEIVED**, the Maker, **LAVON S. MILLER AND KRISTI R. MILLER**, husband and wife promises to pay to the order of **ELAINE W. BURNHAM**, a widow, at Elko, Nevada, or wherever payment may be demanded by the holders of this Note, the sum of **ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$125,000.00)**, together with interest on the declining balance to accrue at the rate of four and one-half percent (4.5%) per annum from May 24, 2018 until paid, all in the manner following:

**\$28,473.95**, payable ANNUALLY, with the first installment due November 1, 2018, and a like sum on or before November 1 each and every year thereafter until the entire balance of principal, together with accrued interest, has been paid in full. All payments shall be applied first to accrued interest to date thereof and the remainder upon the principal. The entire balance of principal and interest is due and payable, in full, on November 1, 2022.

The Maker may, at its option, make additional payments or pay the entire unpaid principal, with accrued interest, in full at any time without penalty. All payments shall be applied first to accrued interest to date of payment and the remainder upon the principal. All additional payments shall not be cumulative payments, but the Maker shall in all events, pay at least the sums required by the above payment schedule.

The Maker shall not make any alterations to the Property without the prior written consent of Elaine W. Burnham, and all permitted alterations must be done in full compliance with applicable building codes.

The Maker must at all times purchase and maintain hazard insurance upon all improvements in at least the amount of the replacement value naming Elaine W. Burnham as first loss payee and the Maker is required to keep a current certificate of insurance in Elaine W. Burnham's hand at all times.

The Maker shall at all times operate the Property according to dictates of good husbandry, as defined by farm practice in the area in which the Property is located; apply the water rights to beneficial use, all to the end that the same will not be lost by abandonment or forfeiture; and maintain the Property and any and all personal property and assets thereon in as good condition as they are not in, reasonable wear and tear excepted.

The Maker and endorsers waive demand, diligence, presentment, protest and notice of protest and nonpayment.

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**WILSON | BARROWS | SALYER | JONES**

442 Court Street | Elko, Nevada 89801 | 775.738.7271

In the event of default in the payment of any sum of principal or interest, or both, due hereunder, according to the terms and tenor hereof, or in the performance of any of the provisions of any security instruments now or hereafter securing this Note, the holders may, at their option, declare the entire amount of principal and interest due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

In the event Maker 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, with out the written consent of the holders being first had and obtained, holders shell 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 case of default in the payment of any part of the principal or interest due hereunder, the Maker promises and agrees to pay the holders' reasonable attorney's fees and costs incurred in collecting the same before and during litigation or nonjudicial foreclosure.

This Note is secured by a First Deed of Trust of even date herewith which contains, among other things, a due on sale clause.

The Deed of Trust shall contain a provision that the Buyer shall not remove any of the personal property collateral from the Property, or sell the same other than in the ordinary course of business, without the prior written consent of Elaine W. Burnham, and in the latter event, the security interest shall attach to all replacement equipment and other personal property.

**MAKER**

/s/ LAVON S. MILLER

\_\_\_\_\_  
LAVON S. MILLER

/s/ KRISTI R. MILLER

\_\_\_\_\_  
KRISTI R. MILLER

**NOW, THEREFORE,** the Grantor, for the purpose of securing the payment of the Promissory Note, and also the payment of all monies herein agreed or provided to be paid by the Grantor, or which may be paid out or advanced by the Beneficiary or Trustee under the provisions of this instrument, with interest in each case, does hereby grant, bargain, sell, convey and confirm unto the Trustee all of the right, title and interest, claim and demand, as well in law as in equity, which the Grantor may now have or may hereafter acquire of, in or to the following described real property situate in the County of Eureka State of Nevada, and being more particularly described as follows, to-wit:

Parcel 3 as shown on the Parcel Map for Robert O. and Elaine W. Burnham filed in the office of the County Recorder of Eureka County, State of Nevada, on June 19, 1998, as File No. 170209, being a portion of Section 32, Township 22 North, Range 54 East, M.D.B.&M.

TOGETHER WITH all 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.

EXCEPTING THEREFROM all oil, gas, potash and sodium as reserved in Patents executed by the United States of America, recorded March 9, 1965, in Book 6 of Official Records at Pages 550 and 555, Eureka County, Nevada.

**TO HAVE AND TO HOLD** the premises, together with the appurtenances, unto the Trustee, and to its successors and assigns, for the uses and purposes herein mentioned.

The following covenants, Nos. 1, 2 (100% replacement cost), 3, 4 (Note Rate), 5, 6, 7 (reasonable), 8 and 9 of NRS 107.030, are hereby adopted and made a part of this Deed of Trust.

This Deed of Trust also secures payment for further sums and the Promissory Notes evidencing the same, together with interest as shall be provided for therein, as may hereafter be loaned or advanced by Beneficiary to the Grantor.

Grantor, in consideration of the premises, hereby covenants and agrees that neither the acceptance nor existence, now or hereafter, of other security for the indebtedness secured hereby, nor the release thereof, shall operate as a waiver of the security of this Deed of Trust, nor shall this Deed of Trust nor its satisfaction nor a reconveyance made hereunder operate as a waiver of any such other security now held or hereafter acquired.

The Grantor expressly covenants and agrees at all times during the term hereof, and with respect to the land herein described, and all buildings and other improvements now or hereafter located or placed thereon:

- A. To properly care for and maintain the same in their present condition, order and repair ordinary and reasonable wear and tear excepted;
- B. Not to alter, remove or change the present use of the same without the prior written consent of the Beneficiary;
- C. Not to commit or permit any waste of the same;
- D. Not to do any other act or omit to do any other act which results, or is likely to result, in a reduction or impairment of the value of the same;
- E. To at all times purchase and maintain hazard insurance upon all improvements in at least the amount of the replacement value naming Seller as first loss payee and the Buyer required to keep a current certificate of insurance in Seller's hands at all times;
- F. To at all times operate the Property according to dictates of good husbandry, as defined by farm practice in the area in which the Farm is located; apply the water rights to beneficial use, all to the end that the same will not be lost by abandonment or forfeiture; and maintain the Assets in as good condition as they are now in, reasonable wear and tear excepted.
- G. Not remove any of the personal property collateral from the Property, or sell the same other than in the ordinary course of business, without the prior written consent of the Seller, and in the

latter event, the security interest shall attach to all replacement equipment and other personal property.

The total principal and interest balance of the Promissory Note secured by this Deed of Trust shall become immediately and automatically due if and when Grantor sells, or transfers any interest in the property encumbered hereby, or enters into a contract to do so, without the prior written consent of the Beneficiary.

This Deed of Trust is subject and subordinate ONLY to that certain First Deed of Trust in the amount of \$1,800,000.00 in favor of Anabaptist Financial.

Any default by Grantor in the payment of the obligation unto the holders of the Note secured by the Senior Mortgage, or in the performance of any covenants of the Senior Mortgage on the part of the Grantor herein to be performed, shall be a default upon this Deed of Trust; and Beneficiary, without or after correcting the default, may exercise the right of foreclosure hereunder by judicial or non-judicial action, all pursuant to the terms hereof and the laws of the State of Nevada. To the extent that Beneficiary elects to advance sums to correct a default, the same shall be immediately due hereunder, together with interest accruing thereon at the legal rate.

In the event Grantor 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, with out 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.

The validity, construction, interpretation, effect and enforcement of this instrument, and all relations, rights, remedies, and liabilities of the parties arising out of, or in any way related to it, shall be governed by the laws of the State of Nevada.

**IN WITNESS WHEREOF**, the Grantor has hereunto set their hands as of the day and year first hereinabove written.

**BUYER:**

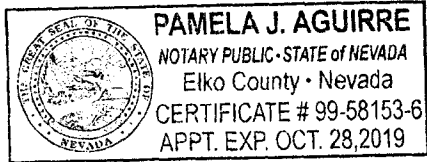
By: *Lavon S. Miller*  
LAVON S. MILLER

By: *Kristi R. Miller*  
KRISTI R. MILLER



STATE OF NEVADA        )  
                                  ) ss.  
COUNTY OF ELKO        )

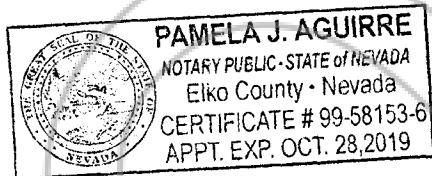
On May 24, 2018, personally appeared before me, a Notary Public, **LAVON S. MILLER**, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the above instrument.

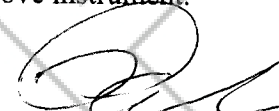


  
\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA        )  
                                  ) ss.  
COUNTY OF ELKO        )

On May 24, 2018, personally appeared before me, a Notary Public, **KRISTI R. MILLER**, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that she executed the above instrument.



  
\_\_\_\_\_  
NOTARY PUBLIC

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