

APN: 070-090-02; 070-090-01 and 070-020-01

*WHEN RECORDED, RETURN TO:*

Guild, Gallagher & Fuller, Ltd.  
100 West Liberty Street  
Suite No. 800  
Reno, Nevada 89501



00003612201802370290080086

LISA HOEHNE, RECORDER

**DEED OF TRUST**

This DEED OF TRUST, made on November 13, 2018 by and between JAMES F. ETCHEVERRY, a married man as his sole and separate property (as 'Trustor'), STEWART TITLE COMPANY (as "Trustee"), and RONALD L. YRIBARREN and CATHY B. YRIBARREN, husband and wife, as community property with right of survivorship (hereinafter collectively referred to as "Beneficiary" and sometimes as "Lender"), whose mailing address is 3000 South Highway 395, Bishop, California 93514.

*WITNESSETH*

Trustor hereby grants, conveys, and confirms to Trustee, in trust with power of sale, a portion of the real property situate in the County of Eureka, State of Nevada, commonly known as Assessor's Parcel Numbers 070-090-02; 070-090-01 and 070-020-01, as more particularly described on the attached **Exhibit "A."**

Together with all and singular the tenements, hereditaments, and the appurtenances thereto belonging or in any manner pertaining, and the reversions, remainders, rents, issues, and profits thereof, all water and water rights, ditch and ditch rights used in connection therewith, and all fixtures, landscaping, machinery, equipment, buildings, materials, appliances and goods of every nature whatsoever now or thereafter located in, or on, or used in connection with the property together with all the estate, right, title, and interest, homestead or other claim or demand, as well

in law as in equity, that Trustor now has or may hereafter acquire of, in and to the premises or any part thereof, with the appurtenances.

This conveyance is made in trust to secure the payment of the sum of ONE MILLION FIVE HUNDRED THOUSAND and 00/100 Dollars (\$1,500,000.00) on or before December 20, 2028 pursuant to the *Promissory Note* of even date herewith executed by EUREKA LIVESTOCK LLC, a Nevada limited liability company, as Maker, payable to the order of RONALD L. YRIBARREN and CATHY B. YRIBARREN, the terms of which are incorporated herein by reference.

**AND THIS INDENTURE FURTHER WITNESSETH:**

1. Trustor agrees to properly care for and keep said property in good condition and repair; not to remove or demolish any building thereon; to complete in a good and workmanlike manner any building to be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws, ordinances and regulations relating to any alterations or improvements made thereon; not to commit or permit any waste thereof; not to commit, suffer or permit any act to be done in or upon said property in violation of any law, covenant, condition or restriction affecting said property; to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely and proper manner, which, from the character or use of said property, may be reasonably necessary, the specific enumerations herein not excluding the general.

2. Beneficiary and Beneficiary's agents and representatives may enter upon the property at all reasonable times to attend to Beneficiary's interests and to inspect the property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust.

3. Should the Trustor sell, pledge, assign, convey, transfer, hypothecate, refinance, dispose of or further encumber said property, or any part thereof, or any interest therein, or agree to do so, without consent of Beneficiary being first obtained, such action shall constitute an event of default under this Deed of Trust and the Promissory Note of even date herewith, and the Beneficiary shall have the right at its option to declare all sums secured hereby forthwith due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions.

4. Trustor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the property, and shall pay when due all claims for work done on or for services rendered or material furnished to the property. Trustor shall maintain the property free of all liens having priority over or equal to the interest of Beneficiary under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust. Trustor shall upon demand furnish to Beneficiary satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Beneficiary at any time a written statement of the taxes and assessments against the property.

5. Trustor agrees to pay and discharge all costs, fees and expenses, including attorneys' fees, incurred in connection with any default by Trustor.

6. During the continuance of this trust, Trustor covenants to keep all buildings that may now or at any time be on said property in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada. Said insurance shall be equal to or greater than the full replacement value of all buildings located on the property, with Lender named as an additional loss payee on such policy.

7. Trustor promises and agrees that if, during the existence of this trust, there be commenced or pending any suit or action affecting said property, or any part thereof, or the title thereto, or if any adverse claim for or against said property, or any part thereof, be made or asserted, Trustor will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.

8. Trustee shall be under no obligation to notify any party hereto of any pending sale of said property, whether such sale is by foreclosure or otherwise, or of any action or proceeding in which Trustor or Beneficiary or Trustee shall be a party, unless brought by Trustee.

9. Any award of damages in connection with any condemnation for public use of, or injury to said property, or any part thereof, is hereby assigned and shall be paid to Beneficiary, who may not apply or release such monies received by it in the same manner and with the same effect as herein provided for disposition of proceeds of insurance.

10. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment, when due, of all other sums so secured or to declare default, as herein provided, for failure to so pay.

11. At any time, and from time to time, without liability therefor and without notice to Trustor, upon written request of Beneficiary and presentation of this Deed of Trust and the Note secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said property, Trustee may: reconvey any part of said property; consent in writing to the making of any map or plat thereof; join in granting any easement thereon, or join in any extension agreement or subordination agreement in connection herewith.

12. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed of Trust and the Note secured hereby to Trustee for cancellation and retention, or such other disposition as Trustee, in its sole discretion, may choose, and upon payment of its fees, the Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto."

13. Should Trustor default in the payment of any indebtedness secured hereby, or in the performance of any of the covenants and agreements herein contained or incorporated herein by reference, Beneficiary may declare all sums secured hereby immediately due and payable.

14. The following covenants Nos. 1, 3, 4, 5, 6, 7 (counsel fees-a reasonable percentage), 8 and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust.

15. Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of sale held in accordance with the provisions of the covenants hereinabove adopted.

16. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. It is expressly agreed that the trust created hereby is irrevocable by Trustor.

17. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law, reserving, however, unto the Trustee, the right to resign from the duties and obligations imposed herein whenever Trustee, in its sole discretion, deems such resignation to be in the best interest of the Trustee. Written notice of such resignation shall be given to Trustor and Beneficiary.

18. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. The term "Beneficiary" includes any future holder of the Note secured hereby. The term "Trustor" includes the term "Grantor."

19. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Nevada.

TRUSTOR:

  
JAMES F. ETCHEVERRY

~~STATE OF NEVADA            )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )~~

~~On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, JAMES F. ETCHEVERRY, personally appeared before me, a notary public, personally known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed the foregoing DEED OF TRUST in his individual capacity.~~

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

See attached doc (WD)

# CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Kern )

On 11/20/2018 before me, W. Diaz, notary public,  
(here insert name and title of the officer)

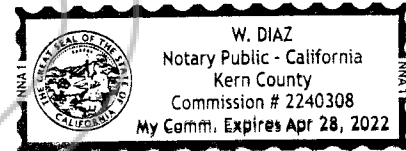
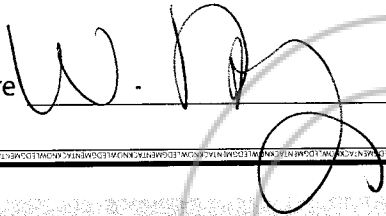
personally appeared James F. Etcheverry

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

## Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) \_\_\_\_\_  
Title(s) \_\_\_\_\_
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) or Entity(ies) Signer is Representing

### Additional Information

#### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- form(s) of identification     credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

#### Other

- Additional Signer(s)     Signer(s) Thumbprint(s)

## LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of Eureka, described as follows:

TOWNSHIP 22 NORTH, RANGE 49 EAST, M.D.B.&M.

Section 8: S1/2SE1/4;  
Section 17: N1/2NE1/4; SE1/4NE1/4;

TOWNSHIP 23 NORTH, RANGE 49 EAST, M.D.B.&M.

Section 21: E1/2NE1/4; N1/2SE1/4; SW1/4SE1/4;  
Section 28: W1/2NE1/4; SE1/4NE1/4; W1/2SE1/4; E1/2SW1/4; NE1/4SE1/4;  
Section 33: W1/2E1/2; E1/2W1/2; SW1/4SW1/4;

TOWNSHIP 22 NORTH, RANGE 49 EAST, M.D.B.&M.

Section 4: Lots 2, 3 and 4; SE1/4NW1/4; S1/2NE1/4; NE1/4SW1/4; W1/2SE1/4;  
Section 9: W1/2E1/2;  
Section 16: NW1/4NE1/4;

EXCEPTING THEREFROM an undivided one-third interest in and to all of the oil, gas, hydrocarbon substances and other mineral and mineral rights, as reserved by Corinne M. Wiley, as the duly appointed, qualified and acting Administratrix C.T.A. of the Estate of Oscar Rudnick, deceased, in deed recorded August 1, 1973, in Book 46, Page 27, Official Records of Eureka County, Nevada.

FURTHER EXCEPTING THEREFROM all coal, oil, gas, hydrocarbons, geothermal products, and minerals, whether hydrocarbon or not, metallic or not, of every name and nature whatsoever, lying in and under said land, as reserved by Filbert G. Etcheverry, etux etal, in deed recorded November 27, 1995, in Book 289, Page 597, Official Records of Eureka County, Nevada.