

EUREKA COUNTY, NV

2021-246479

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10/19/2021 10:38 AM

STEWART TITLE ELKO

LISA HOEHNE, CLERK RECORDER

**APN: 002-017-15**

**Send Tax Statements To:**

Skyhorse Industries, LLC

633 6<sup>th</sup> Street

Crescent Valley, NV 89821

**When recorded return to:**

Stewart Title Company

810 Idaho St

Elko, NV 89801

1369555-PA

**DEED OF TRUST**

THIS DEED OF TRUST, made this 12<sup>th</sup> day of OCTOBER, 2021, by and between **SKYHORSE INDUSTRIES, LLC**, a Nevada Limited Liability Company, as Trustor (Debtors), and **STEWART TITLE COMPANY**, as Trustee, and **NIGHTWATCH MARINE LLC**, a Nevada Limited-Liability Company, as Beneficiary,

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

Trustor hereby grants, transfers and assigns to the Trustee in trust, with power of sale, the following described real property situate in the County of Eureka, State of Nevada, more particularly described as follows:

**APN: 002-017-15**

Lots 1, 2, 27 and 28 in Block 9 of Crescent Valley Ranch & Farms, Unit Number 1, According to the Official Map Thereof filed in the Office of the County Recorder of Eureka County, State of Nevada on April 6, 1959.

TOGETHER WITH all buildings and improvements thereon, if any.

TOGETHER WITH all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, or of any part thereof.

SUBJECT TO any and all taxes and assessments, reservations, exceptions, easements, rights and/or rights of way, limitations, Covenants, conditions, restrictions, terms, liens, charges and licenses affecting the property of record or actually existing on such premises.

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, in the principal amount of ONE HUNDRED EIGHTY THOUSAND AND NO/HUNDREDTHS DOLLARS (\$180,000.00) with expenses, late payment penalties, additional advances, 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 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 such address as Trustors may designate in writing duly delivered to Beneficiaries and Trustee.

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 the Trustors 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 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 MAKERS SHALL SELL, CONVEY OR ALIENATE SAID PROPERTY DESCRIBED IN THE DEED OF TRUST 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 THIS  
PROMISSORY NOTE, IMMEDIATELY DUE AND PAYABLE.**

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

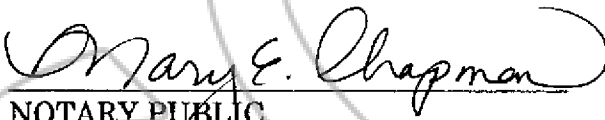
**TRUSTOR (DEBTOR):**

**SKYHORSE INDUSTRIES, LLC**

  
**RONALD A. ALEXANDER**  
Manager/Authorized Signor

State of NEVADA  
County of ELKO

This instrument was acknowledged before me on the 12<sup>th</sup> day of  
OCTOBER, 2021, by **RONALD A. ALEXANDER, Manager/Authorized  
Signor of SKYHORSE INDUSTRIES, LLC.**

  
NOTARY PUBLIC

