

Official Record

Recording requested By  
YANCY WHIPPLE

Lincoln County - NV  
Leslie Boucher - Recorder

Fee: \$20.00

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RPTT

Recorded By: LB

Book- 269

Page- 0392



APN 011-090-19

APN \_\_\_\_\_

APN \_\_\_\_\_

Deed of Trust

Title of Document

Affirmation Statement

I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does not contain** the social security number, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) of any person or persons. (Per NRS 239B.030)

\_\_\_\_\_ I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does contain** the social security number, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) of a person or persons as required by law: \_\_\_\_\_  
(State specific law)

[Signature] \_\_\_\_\_  
Signature Title  
President

Yancy Whipple  
Print

2/7/12  
Date

Grantees address and mail tax statement:

Yancy Whipple  
HC 61 Box 87  
Hiko, NV 89017



**WHEN RECORDED**

**MAIL TO: Mark H Wright  
1723 W Red Cloud Cir  
St. George, UT 84770-7398**

**DEED OF TRUST**

**THIS DEED OF TRUST (the "Trust") dated this 31st day of January, 2012**

**BETWEEN:**

**KW Legacy Ranch, LLC of Hiko, NV**

**(the "Trustor")**

**OF THE FIRST PART**

**- AND -**

**Mark H & Marita H Wright of 1723 W Red Cloud Cir, St. George, UT, 84770**

**(the "Beneficiary and Trustee")**

**OF THE SECOND PART**

**Background**

A. The Trustor, being registered as owner of the estate in the following described property (the "Property") located at 1760 SR 318, Hiko, NV in Lincoln County, State of Nevada, United States with the following legal description:

**Parcel 3 of WRIGHT Parcel Map B/2 *House and 5.88 acres of land*  
Parcel Number: 011-090-19**

B. Any buildings or structures on the Property and anything now or later attached or fixed to the buildings or the Property including additions, alterations and improvements located on, above or below the surface of the Property are covered by this Trust. Any addition, alteration or improvement made will be subject to all recorded easements, rights of way, conditions, encumbrances and limitations, and to all applicable building and use restrictions, zoning laws and ordinances, if any, affecting the Property.



**IN CONSIDERATION OF** the sum lent to the Trustor by the Beneficiary, in the amount of \$323,000.00 U.S. DOLLARS (the "Principal Amount") the receipt of which the Trustor does hereby acknowledge itself indebted, the parties to this Trust agree as follows:

See the Attached Purchase and Sales Agreement for details concerning the terms of payment.

### **Governing Law**

1. This Trust will be governed by both the law of Nevada and any applicable federal law ("Applicable Law"). All rights and obligations contained in this Trust are subject to any requirements and limitations of Applicable Law.

### **MATTERS RELATING TO PAYMENT**

#### **Promise to Pay**

2. The Trustor, for value received, promises to pay to the Beneficiary, on demand, the Principal Amount, interest and all fees and costs on the terms set out in this Trust or in any amendment, extension or renewal of the Trust and any additional amounts secured by this Trust on the terms elsewhere provided for such debts and liabilities.

#### **Interest**

3. The Trustor agrees to pay the Principal Amount with interest before and after maturity and before and after default at the rate of 6.00 percent calculated per annum and compounding monthly, (the "Interest Rate"). The Interest Rate will be calculated from the date this Trust begins (the "Interest Adjustment Date") and accrues until the whole of the Principal Amount is paid. The Loan will be repaid on the following terms:
  - a. The Principal and interest will be repaid in consecutive monthly installments;
  - b. The Interest Adjustment Date for this Trust is February 10, 2012;
  - c. The balance, if any, of the Principal Amount and any interest thereon and any other moneys owing under this Trust will be due and payable on the December 31, 2025 (the "Maturity Date").

#### **Insurance**

The Trustor agrees to insure for all reasonable risks associated with the ownership and use of the property. Upon request the Trustor agrees to provide the Beneficiary and Trustee with evidence of current insurance coverage.



**TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:**

1. To properly care for and keep the property in good condition and repair, not to remove or demolish any building thereon; to complete in a good and workmanlike manner any building which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, ordinances and regulations requiring any alterations or improvements to be made thereon; not to commit or permit any waste thereof; not to commit, suffer or permit any act to be done in or upon the property in violation of law; 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 the property, may be reasonably necessary, the specific enumerations herein not excluding the general.
2. To pay and discharge all costs, fees and expenses of these Trusts, including cost of evidence of title and Trustee's fees in connection with sale, whether completed or not, which amounts shall become due upon delivery to Trustee of Declaration of Default and Demand for Sale, as hereinafter provided.
3. The amount collected under any fire insurance policy shall be credited first, to accrued interest, next to expenditures hereunder, and any remainder upon the principal. Interest shall then cease upon the amount so credited upon principal; provided, however, that at the option of the Beneficiary, the entire amount collected under the policies or any part thereof may be released to the Trustor, without liability upon the Trustee for such release.
4. That if, during the existence of the Trust there be commenced or pending any suit or action affecting said conveyed premises, or any part thereof, or the title thereto, or if any adverse claim for or against the premises, or any part thereof, be made or asserted, he 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.
5. Any award of damages in connection with any condemnation for public use of or injury to any property or any part thereof is hereby assigned and shall be paid to Beneficiary, who may apply or release such moneys received by him in the same manner and with the same affect as herein provided for disposition of proceeds of insurance.
6. Trustee shall be under no obligation to notify any party hereto of any pending sale hereunder or of action or proceeding of any kind in which Trustor, Beneficiary and/or Trustee shall be named as defendant, unless brought by Trustee.
7. Acceptance by Beneficiary of any sum in payment of any indebtedness secured hereby, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as herein provided for failure to pay.



8. Trustee may, at any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the Note(s) 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; 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.
9. 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 said Note to Trustee for cancellation and retention 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." Trustee is authorized to retain this Deed of Trust and the Note.
  - (a) Should default be made by Trustor in payment of any indebtedness secured hereby and/or in performance of any agreement herein, the Beneficiary may declare all sums secured hereby immediately due by delivery to Trustee of a written Declaration of Default and Demand for Sale, and of written notice of default and election to cause said property to be sold (which notice Trustee shall cause to be recorded in the appropriate County Recorder's Office) and shall surrender to Trustee this Deed of Trust, the Note(s) and all documents evidencing any expenditure secured hereby.
10. After three months have elapsed following recordation of any such Notice of Default, Trustee shall sell said property at such time and at such place in the State of Nevada as the Trustee, in its sole discretion, shall deem best to accomplish the objects of these Trusts, having first given notice of such sale as then required by law. Place of sale may be either in the County in which the property to be sold, or any part thereof, is situated, or at an office of the Trustee located in the State of Nevada.
  - (a) The Trustor, Pledgor and Mortgagor of the personal property herein pledged and/or mortgaged waives any and all other demands or notices as conditions precedent to sale of such personalty.
  - (b) Trustee may postpone sale of all, or any portion, of said property by public announcement at the time fixed by said Notice of Sale, and may thereafter postpone said sale from time to time by public announcement at the time previously appointed.
  - (c) At the time of sale so fixed, Trustee may sell the property advertised or any part thereof, either as a whole or in separate parcels at its sole discretion, at public auction, to highest bidder for cash in lawful money of the United States, payable at time of sale, and shall deliver to such purchaser a deed conveying the property so sold, but without covenant or warranty, express or implied. Trustor hereby agrees to surrender, immediately and without demand, possession of said property to such purchaser.



11. Trustee shall apply the proceeds of any such sale to payment of expenses of sale and all charges and expenses of Trustee and of these Trusts, including cost of evidence of title and Trustee's fee in connection with sale; all sums expended under the terms hereof, not then repaid, with accrued interest at the rate of ten percent (10%) per annum; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.
12. The Beneficiary or assigns may, at any time, by instrument in writing, appoint a successor or successors to the Trustee named herein or acting hereunder, which instrument, executed and acknowledged by Beneficiary, and recorded in the Office of the County Recorder of the County or Counties wherein said property is situated, shall be conclusive proof of the proper substitution of such Successor Trustee, who shall have all the estate, powers, duties and trusts in the premises vested in or conferred upon the original Trustee. If there be more than one Trustee, either may act alone and execute the Trust upon the request of the Beneficiary and his acts shall be deemed to be the acts of all Trustees, and the recital in any conveyance executed by such sole Trustee of such requests shall be conclusive evidence thereof, and of the authority of such sole Trustee to act.
13. 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.
14. Trustee accepts these trusts when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.
15. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural, and the term Beneficiary shall include any future holder, including pledges, of the note secured hereby.

The Trustor agrees that he will observe and perform said provisions; 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 undersigned Trustor request that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address herein before set forth.

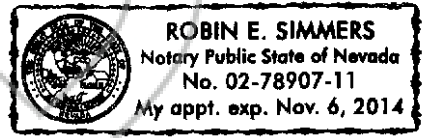
STATE OF NEVADA )  
 )ss  
COUNTY OF LINCOLN )

[Signature], [Signature]  
Trustor  
Yancy Whipple Luke Hatch

On February 7 2012  
personally appeared before me, a Notary Public,

Yancy Whipple & Luke Hatch  
personally known or proven to me to be the person(s)  
whose name(s) is/are subscribed to the above instrument  
who acknowledged that he/she/they executed this instrument  
for the purposes therein contained

[Signature]  
Notary Public



My commission expires: Nov 6 2014

