

Official Record

Recording requested By
MEQUITE TITLE CO.

Lincoln County - NV
Leslie Boucher - Recorder

Fee: \$52.00

Page 1 of 14

RPTT:

Recorded By: LB

Book- 289 Page- 0216



0145988

APN SEE ATTACHMENT

APN _____

APN _____

Commercial Deed of Trust

Title of Document

Affirmation Statement

X 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)

Alysen Long
Signature _____ Title _____

Alysen Long
Print _____

8/7/14
Date _____

Grantees address and mail tax statement:



0145988

Book 289
Page 217

08/07/2014
Page: 2 of 3

APN# : 012-11-36 & 012-170-53 - PARCEL 1, 012-110-31 - PARCEL 2, 012-110-29 -
PARCELS 3, 4 & 5, 012-170-16 & 012-170-17 - PARCEL 6, 012-170-13 - PARCEL 7,
012-170-39 - PARCEL 8 & 9, 012-220-07 - PARCEL 10, 012-220-13 - PARCEL 11,
012-040-20 - PARCEL 12, 06-351-02 - PARCELS 13, 006-351-03 PARCEL 14, 012-
110-33, -34, & -35 PARCEL 15
FILE #: 89027

Recording Requested By:

State Bank of Southern Utah
377 No Main
PO Box 340
Cedar City UT 84721

When Recorded Mail To:

State Bank of Southern Utah
377 No Main
PO Box 340
Cedar City UT 84721

18166

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)

Signature

COMMERCIAL
Deed of Trust

This page added to provide additional information required by NRS 111.312
(additional recording fee applies)



ASSESSOR'S PARCEL NUMBER: 012-11-36 & 012-170-53 - PARCEL 1, 012-110-31 - PARCEL 2, 012-110-29 - PARCELS 3, 4 & 5, 012-170-16 & 012-170-17 - PARCEL 6, 012-170-13 - PARCEL 7, 012-170-39 - PARCEL 8 & 9, 012-220-07 - PARCEL 10, 012-220-13 - PARCEL 11, 012-040-20 - PARCEL 12, 06-351-02 - PARCELS 13, 006-351-03 PARCEL 14, 012-110-33, -34, & -35 PARCEL 15

(Space Above This Line For Recording Data)

LOAN NUMBER: 950378

COMMERCIAL REAL ESTATE DEED OF TRUST
Future Advances are secured by this Deed of Trust

This COMMERCIAL REAL ESTATE DEED OF TRUST ("Security Instrument") is made on July 11, 2014 by the grantor(s) ROBERT J MATHEWS and CAROL L MATHEWS, HUSBAND AND WIFE, AS JOINT TENANTS AS TO PARCELS 1 THROUGH 11 AND ROBERT MATHEWS, A MARRIED MAN AND SHANE MATHEWS, A MARRIED MAN, AS THEIR SOLE AND SEPERATE PROPERTY D.B.A. MATHEWS FARMS AS TO PARCEL 12, whose address is PO BOX 328, PANACA, Nevada 89042-0328 , and SHANE MATHEWS and JENNY MATHEWS, AS TO PARCELS 13 AND 14 AND ROBERT MATHEWS AS TO PARCEL 15, whose address is PO BOX 426, PANACA, Nevada 89042-0426 ("Grantor"). The trustee is State Bank of Southern Utah Main Branch whose address is 377 North Main, Cedar City, Utah 84721 ("Trustee"). The beneficiary is State Bank of Southern Utah whose address is 377 North Main, Cedar City, Utah 84721 ("Lender"), which is organized and existing under the laws of the United States of America. Grantor owes Lender the principal sum of One Million Six Hundred Thousand and 00/100 Dollars (U.S. \$1,600,000.00), which is evidenced by the promissory note dated July 11, 2014. Grantor in consideration of this loan and any future loans extended by Lender up to a maximum principal amount of One Million Six Hundred Thousand and 00/100 Dollars (U.S. \$1,600,000.00) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, irrevocably grants, conveys and assigns to Trustee, in trust, with power of sale, the following described property located in the County of Lincoln, State of Nevada:

Address: NOT YET ADDRESSED, PANACA, Nevada 89042-0000

Legal Description: See Exhibit "A"

Parcel ID/Sidwell Number: 012-11-36 & 012-170-53 - PARCEL 1, 012-110-31 - PARCEL 2, 012-110-29 - PARCELS 3, 4 & 5, 012-170-16 & 012-170-17 - PARCEL 6, 012-170-13 - PARCEL 7, 012-170-39 - PARCEL 8 & 9, 012-220-07 - PARCEL 10, 012-220-13 - PARCEL 11, 012-040-20 - PARCEL 12, 06-351-02 - PARCELS 13, 006-351-03 PARCEL 14, 012-110-33, -34, & -35 PARCEL 15

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in



connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

INDEBTEDNESS. This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from MATHEWS FARMS A NEVADA PARTNERSHIP to State Bank of Southern Utah, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness").

FUTURE ADVANCES. This Security Instrument will secure future advances as if such advances were made on the date of this Security Instrument regardless of whether Lender is obligated to make such future advances. Future advances are governed by Nevada Revised Statutes 106.300 through 106.400, as amended.

WARRANTIES. Grantor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

Performance of Obligations. Grantor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

Defense and Title to Property. At the time of execution and delivery of this instrument, Grantor is lawfully seised of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Grantor covenants that the Property is unencumbered and free of all liens, except for encumbrances of record acceptable to Lender. Further, Grantor covenants that Grantor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.

Condition of Property. Grantor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.

Removal of any Part of the Property. Grantor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

Alterations to the Property. Grantor promises to abstain from the commission of any waste on or in connection with the Property. Further, Grantor shall make no material alterations, additions or improvements of any type whatsoever to the Property, regardless of whether such alterations, additions or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Grantor will comply with all laws and regulations of all public authorities having jurisdiction over the Property including, without limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

Due on Sale - Lender's Consent. Grantor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the



written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

Insurance. Grantor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. The insurance company shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a minimum of 10 days notice prior to cancellation. At Lender's discretion, Grantor may be required to produce receipts of paid premiums and renewal policies. If Grantor fails to obtain the required coverage, Lender may do so at Grantor's expense. Grantor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Grantor.

Payment of Taxes and Other Applicable Charges. Grantor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Grantor or the Property.

Environmental Laws and Hazardous or Toxic Materials. Grantor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Grantor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Grantor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Grantor indemnifies and holds Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in connection with: (a) any environmental laws affecting all or any part of the Property or Grantor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Grantor or Grantor's failure to comply fully and timely with environmental laws.

Financial Information. Grantor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Grantor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records and files of Grantor.

Lender's Right to Enter. Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Grantor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Grantor.

ASSIGNMENT OF LEASES AND RENTS. As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Grantor hereby assigns and transfers over to Lender all rents, income and profits ("Rents") under any present or future leases, subleases or licenses of the Property, including any guaranties, extensions, amendments or renewals thereof, from the use of the Property. So long as Grantor is not in default, Grantor may receive, collect and enjoy all Rents accruing from the Property but not more than one month in advance of the due date. Lender may also require Grantor, tenant and any other user of the Property to make payments of Rents directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. Trustee hereby leases the conveyed Property to Grantor until this Security Instrument is either satisfied or released or until a default occurs. Grantor and any other person claiming an interest in the Property or any part thereof shall pay rent at the rate of 1 cent per month, payable on demand, and



without notice or demand shall and will surrender peacefully possession of the Property to Trustee upon default or to the purchaser of the Property at any foreclosure sale. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.

CONDEMNATION. Grantor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

GRANTOR'S ASSURANCES. At any time, upon a request of Lender, Grantor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

ATTORNEY-IN-FACT. Grantor appoints Lender as attorney-in-fact on behalf of Grantor. If Grantor fails to fulfill any of Grantor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Grantor. This power of attorney shall not be affected by the disability of the Grantor.

EVENTS OF DEFAULT. The following events shall constitute default under this Security Instrument (each an "Event of Default"):

- (a) Failure to make required payments when due under Indebtedness;
- (b) Failure to perform or keep any of the covenants of this Security Instrument or a default under any of the Related Documents;
- (c) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Grantor or any person obligated on the Indebtedness;
- (d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Grantor or of any person or entity obligated on the Indebtedness;
- (e) Any assignment by Grantor for the benefit of Grantor's creditors;
- (f) A material adverse change occurs in the financial condition, ownership or management of Grantor or any person obligated on the Indebtedness; or
- (g) Lender deems itself insecure for any reason whatsoever.

REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by Grantor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the Property to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the Property, including surveys. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lender's possession until the Indebtedness is paid in full.

IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE GRANTOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.



Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and at its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys' fees, rendering any surplus to the party or parties entitled to it. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made in it. If Lender chooses to invoke the power of sale, Lender or Trustee will provide notice of sale pursuant to applicable law. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to foreclose this Security Instrument in any manner authorized by law shall be deemed as exercise of the above option.

Upon the occurrence of an Event of Default, Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointments confers. Grantor hereby irrevocably consents to such appointment and waives notice of any application therefor.

NO WAIVER. No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

SUBSTITUTE TRUSTEE. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

JOINT AND SEVERAL LIABILITY. If this Security Instrument should be signed by more than one person, all persons executing this Security Instrument agree that they shall be jointly and severally bound, where permitted by law.

SURVIVAL. Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns and successors of Grantor.

NOTICES AND WAIVER OF NOTICE. Unless otherwise required by applicable law, any notice or demand given by Lender to any party is considered effective: (i) when it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means. Any such notice shall be addressed to the party given at the beginning of this Security Instrument unless an alternative address has been provided to Lender in writing. To the extent permitted by law, Grantor waives notice of Lender's acceptance of this Security Instrument, defenses based on suretyship, any defense arising from any election by Lender under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

TO THE EXTENT PERMITTED BY LAW, GRANTOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN THE NOTICE PROVIDED ABOVE, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.

WAIVER OF APPRAISEMENT RIGHTS. Grantor waives all appraisement rights relating to the Property to the extent permitted by law.

LENDER'S EXPENSES. Grantor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under the Indebtedness, this Security Instrument or in the event Lender is made party to any litigation



because of the existence of the Indebtedness or this Security Instrument, as well as court costs, collection charges and reasonable attorneys' fees and disbursements.

ASSIGNABILITY. Lender may assign or otherwise transfer this Security Instrument or any of Lender's rights under this Security Instrument without notice to Grantor. Grantor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.

GOVERNING LAW. This Security Instrument will be governed by the laws of the State of Nevada including all proceedings arising from this Security Instrument.

SEVERABILITY. If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of the Security Instrument without invalidating the remainder of either the affected provision or this Security Instrument.

ORAL AGREEMENTS DISCLAIMER. This Security Instrument represents a final expression of the agreement between the parties. The agreement may not be contradicted by evidence of any alleged oral agreement.

ADDITIONAL PROVISIONS. SECURITY AGREEMENT, FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as as security agreement are a part of this Deed of Trust: **SECURITY AGREEMENT.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time. **SECURITY INTEREST.** Upon request by Lender, Trustor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Trustor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Trustor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Trustor shall not remove, sever or detach the Personal Property from the Property. Upon default, Trustor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Trustor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law. **ADDRESSES.** The mailing addresses of Trustor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

By signing this Security Instrument, each Grantor acknowledges that all provisions have been read and understood.

Robert J Mathews 7/11/14
ROBERT J MATHEWS AKA Date
ROBERT MATHEWS

Carol L Mathews 7-21-14
CAROL L MATHEWS Date

Shane R Mathews 7/11/14
SHANE MATHEWS Date

Jenny Mathews 7/11/14
JENNY MATHEWS Date
Individually



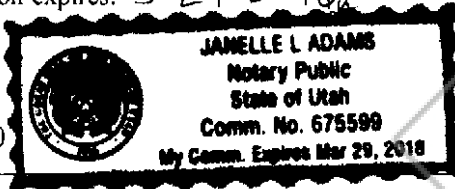
INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF Iron)

The foregoing instrument was acknowledged by ROBERT J MATHEWS AKA ROBERT MATHEWS and CAROL L MATHEWS, HUSBAND AND WIFE, AS JOINT TENANTS AS TO PARCELS 1 THROUGH 11 AND ROBERT MATHEWS, A MARRIED MAN AND SHANE MATHEWS, A MARRIED MAN, AS THEIR SOLE AND SEPERATE PROPERTY D.B.A. MATHEWS FARMS AS TO PARCEL 12, SHANE MATHEWS and JENNY MATHEWS, AS TO PARCELS 13 AND 14 AND ROBERT MATHEWS AS TO PARCEL 15, before me on 7-11-14. In witness whereof, I hereunto set my hand and my official seal.

My commission expires: 3-29-2018

Janelle L Adams



Identification Number

(Official Seal)

THIS INSTRUMENT PREPARED BY:
State Bank of Southern Utah
377 North Main
Cedar City, UT 84721-0000

AFTER RECORDING RETURN TO:
State Bank of Southern Utah
377 North Main
Cedar City, UT 84721-0000



EXHIBIT "A"

This Exhibit is attached to and made a part of that certain Deed of Trust dated July 11, 2014 by and between Robert J Mathews and Carol L Mathews, husband and wife as joint tenants as to Parcels 1-11 and Robert Mathews a married man, and Shane Mathews a married man AS THEIR SOLE AND SEPERATE PROPERTY D.B.A. MATHEWS FARMS AS TO PARCEL 12, SHANE MATHEWS and JENNY MATHEWS, AS TO PARCELS 13 AND 14 AND ROBERT MATHEWS AS TO PARCEL 15 as Trustor and State Bank of Southern Utah as Beneficiary and as Lender. This attachment is for the purpose of describing Trustor's interest in the real property by legal description and water rights which is appurtenant to, or used in conjunction with this or other property. This description is not intended to limit in any way all of Trustor's rights, title and interest which is conveyed to Beneficiary and Lender in the Deed of Trust.

Real Estate described as:

PARCEL 1:

A parcel of land located in the SW1/4 of the SW1/4 of Section 5 and the NW1/4 of the NW1/4 of Section 8, T. 2 S., R. 68 E., of the M.D.B.&M., Lincoln County, Nevada, described as follows:

BEGINNING at a point on the East right of way of US Highway 93 from which the Southwest corner of said Section 5 bears S 88°07'04" W 375.39 feet to the Point of Beginning;
Thence N 02°52'26" E 492.05 feet to a rebar & cap stamped RE Fonger PLS 4235;
Thence S 87°01'12" E 133.11 feet;
Thence N 03°00'49" E 821.67 feet from which a reference monument bears N 02°58'22" E 20.00 feet;
Thence S 89°58'24" E 739.44 feet to the SW1/16 corner of said Section 5;
Thence S 0°18'20" E 1317.70 feet to the W1/16 corner of Sections 5 & 8;
Thence S 0°06'26" E 844.06 feet to a fence;
Thence S 15°52'04" W 90.04 feet along the fence to a fence angle point;
Thence S 24°55'13" W 422.37 feet to the 1/16th line;
Thence N 89°54'18" W 815.24 feet to the US Highway 93 right of way;
Thence N 02°58'19" E 1314.70 feet along said right of way to the Section 5/8 line;
Thence N 03°45'13" 12.44 feet to the Point of Beginning.

PARCEL 2:

A parcel of land located in the SE1/4 of the SW1/4 of Section 5, T. 2 S., R. 68 E., of the M.D.B.&M., Lincoln County, Nevada, lying on the Westerly side of the abandoned U.P. Railroad right of way, described as follows:

BEGINNING at the W1/16 corner of Sections 5 and 8, from which the SW corner of said Section 5 bears S 89°58'19" E 1322.46 feet;
Thence N 0°18'20" W 1317.70 feet to the NW1/16 corner;
Thence S 89°58'24" E 864.45 feet to the said railroad right of way;
Thence S 24°58'37" E 1453.30 feet along said right of way to the Section line of 5 and 8;
Thence N 89°58'19" W 243.76 feet to the Point of Beginning.

PARCEL 3:

In the NW1/4 of the SE1/4 and the SW1/4 of the SE1/4 of Section 5, T 2 S, R 68 E, of the M.D.B.&M., Lincoln County, Nevada, described as follows:

BEGINNING at the SW corner of the NW1/4 of the SE1/4 from which the SW corner of said Section 5 bears S 63°27'16" W 2945.56 feet;
Thence N 0°25'47" W 379.72 feet to the abandoned U.P. Railroad right of way;
Thence N 24°58'37" E 1034.54 feet along said right of way;
Thence S 89°58'26" E 137.00 feet;
Thence S 01°36'49" E 2127.57 feet;
Thence S 89°40'35" W 505.00 feet to the N-S Center line of Section 5;
Thence N 0°25'47" W 812.17 feet to the Point of Beginning.



PARCEL 4:

In the NW1/4 of the SE1/4 and the SW1/4 of the SE1/4 and the NE1/4 of the SE1/4 of Section 5, T 2 S, R 68 E, of the M.D.B.&M., Lincoln County, Nevada, described as follows:

BEGINNING at a point from which the SW corner of said Section 5 bears S 80°50'37" W 3186.73 feet;
Thence N 01°36'49" E 2127.57 feet to the E-W Center line of Section 5;
Thence S 89°58'26" E 866.27 feet to a boundary fence line;
Thence S 07°35'06" W 2141.44 feet along said fence;
Thence S 89°40'35" W 643.52 feet to the Point of Beginning.

PARCEL 5:

In the SW1/4 of the NE1/4 of Section 5, T 2 S, R 68 E, of the M.D.B.&M., Lincoln County, Nevada, described as follows:

BEGINNING at a point on the East right of way of the abandoned U.P. Railroad and the E-W Center line of Section 5;
Thence N 24°58'37" E 1451.58 feet to the North 1/16th Section line;
Thence N 89°57'56" E 105.50 feet;
Thence S 0°32'44" E 1316.27 feet;
Thence N 89°58'26" W 705.90 feet to the Point of Beginning.

PARCEL 6:

In the NW1/4 of the NE1/4 of Section 8, T 2 S, R 68 E, of the M.D.B.&M., Lincoln County, Nevada, described as follows:

BEGINNING at the North Quarter Corner of said Section 8, from which the Northwest corner of said Section 8 bears N 89°58'19" W 2644.92 feet;
Thence S 89°58'19" E 1322.46 feet;
Thence S 0°04'24" E 1317.15 feet;
Thence S 89°54'15" W 1323.11 feet to the Center-North 1/16th corner;
Thence N 0°02'43" W 1315.59 feet to the Point of Beginning.

PARCEL 7:

In the NE1/4 of the NW1/4 of Section 8, T 2 S, R 68 E, of the M.D.B.&M., Lincoln County, Nevada, described as follows:

This Parcel has two parts that are separated by the abandoned U.P. Railroad right of way

West Side:

BEGINNING at the W1/16th corner between Sections 5 and 8, from which the Northwest corner of said Section bears N 89°58'19" W 1322.46 feet;
Thence S 89°58'29" E 246.80 feet along said Section line;
Thence S 19°11'44" W 84.21 feet along a fence;
Thence S 15°54'00" W 421.75 feet along said fence;
Thence S 15°53'05" W 373.01 feet along said fence to the West 1/16th line;
Thence N 0°06'26" W 844.06 feet along said 1/16th line to the Point of Beginning.

East Side:

BEGINNING at a point on the U.P. Railroad right of way from which the Northwest corner of said Section 8 bears N 82°35'38" W 1752.05 feet;
Thence S 89°58'19" E 246.53 feet;
Thence S 0°04'40" E 989.83 feet;
Thence N 89°54'19" W 277.20 feet;
Thence N 0°05'33" W 923.16 feet to the said railroad right of way;
Thence N 24°55'13" E 73.14 feet along said railroad right of way to the Point of Beginning.



PARCEL 8:

All that portion of the East Half of the Northeast Quarter of the Northwest Quarter (E1/2 of NE1/4 of NW1/4) of Section 8, Township 2 South, Range 68 East, of the M.D.B.&M., Lincoln County, Nevada, being part of Patent No. 5942, lying North of the right of way for State Highway No. 25 and East of the County Road to Panaca Station Grounds, Patent No. 4639.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals that may exist as reserved by the State of Nevada in Patent recorded July 23, 1945 in Book G-1, Page 197 of Official Records.

PARCEL 9:

All that portion of the North Half of the Southeast Quarter of the Northwest Quarter (N1/2 of SE1/4 of NW1/4) of Section 8, Township 2 South, Range 68 East, of the M.D.B.&M., Lincoln County, Nevada, lying North of the right of way for State Highway No. 25 and East of the County Road to Panaca Station Grounds.

EXCEPTING THEREFROM all mines of gold, silver, copper, lead, cinnabar and other valuable minerals that may exist as reserved by the State of Nevada in Patent recorded December 12, 1901 in Book 1, Page 45 of Official Records.

PARCEL 10:

The East One-half of the Northeast Quarter (E1/2 of NE1/4) of Section 25, Township 2 South, Range 67 East, of the M.D.B.&M, Lincoln County, Nevada;

EXCEPTING THEREFROM that portion conveyed for railroad right of way;

ALSO EXCEPTING THEREFROM that portion lying Northwesterly of the railroad right of way;

FURTHER EXCEPTING THEREFROM that portion as conveyed in Deed recorded September 19, 1979 as Inst. No. 65792, in Book 32, Page 496 of Official Records.

PARCEL 11:

Sectional Lot 4 AKA the Southwest Quarter of the Southwest Quarter (SW1/4 of SW1/4) and the Southeast Quarter of the Southwest Quarter (SE1/4 of SW1/4) of Section 19, Township 2 South, Range 68 East, of the M.D.B.&M, Lincoln County, Nevada.

ALSO:

Sectional Lots 1 and 2, AKA the West One-half of the Northwest Quarter (W1/2 of NW1/4) and the Northeast Quarter of the Northwest Quarter (NE1/4 of NW1/4) of Section 30, Township 2 South, Range 68 East, of the M.D.B.&M, Lincoln County, Nevada.

PARCEL 12:

A parcel of land located within the S1/2 of the NE1/4 and the SE1/4 of Section 32, Township 1 South, Range 68 East, M.D.B.&M., Lincoln County, Nevada, described as follows:

BEGINNING at a point on the Common Section line between Section 32 and 33, from which the Northeast corner of said Section 32 bears N 0°55'04" W 1415.09 feet which is monumental by a BLM brass cap dated 1971, also from which the North 1/16th corner of said Section 32 and 33* bears N 0°55'04" W 100.00 feet; Thence S 0°55'04" E 1215.10 feet to the East Quarter corner of said Section 32 monumental by a BLM brass Cap;

Thence continuing South on the East Section line of said Section 32, S 0°55'44" E 358.04 feet* to the abandoned West U.P. Railroad right of way;

Thence S 25°55'27" W 1064.56 feet* along the West U.P. Railroad right of way to the intersection with the South 1/16th line of said Section 32;

Thence continuing along the said Railroad right of way, S 25°55'27" W 1469.17 feet* to the South line of Section 32;

Thence S 89°48'15" W 194.44 feet* to the East 1/16th corner common to Section 32, T 1 S, R 68 E and Section 5, T 2 S, R 68 E, M.D.B.&M.;

Thence continuing S 89°48'15" W 439.04 feet on the said Section line*;

Thence N 0°03'40" W 1000.00 feet*;

Thence S 89°48'15" W 900.00 feet to the N-S Center Section line of said Section 32;

Thence N 0°03'40" 331.10 feet** to the Center-South 1/16th corner of said Section 32;

Thence continuing N 0°03'40" W 1331.10 feet** to the Center of said Section 32;

Thence continuing N 0°03'40" W 246.55 feet* on the Center line of said Section 32;

Thence leaving the N-S Center line of said Section 32, N 42°58'04" E 1042.79 feet*;

Thence N 88°20'11" E 600.08 feet to the East 1/16th line* from which the Northeast 1/16th corner bears N 0°29'20" W 278.71 feet*;

Thence continuing S 85°20'09" E 85.06 feet* to an angle point;

Thence S 87°54'16" E 695.85 feet*;

Thence N 08°10'45" E 197.05 feet*;

Thence S 89°30'10" E 500.00 feet to the Point of Beginning.

* = "to a 5/8" rebar with plastic cap stamped L. Smith PLS 12751".

** = "to a 5/8" rebar with aluminum cap stamped L. Smith PLS 12751 and corner identification".

Basis of Bearing: The East line of Section 8, T 2 S, R 68 E, M.D.B.&M. recorded BLM Dependent Resurvey (presently unapproved).

PARCEL 13:

The Southwest Quarter of the Southwest Quarter (SW1/4 of SW1/4) of Section 26; the Southeast Quarter of the Southeast Quarter (SE1/4 of SE1/4) of Section 27, excepting therefrom the West 25 rods thereof; the Northeast Quarter of the Northeast Quarter (NE1/4 of NE1/4) of Section 34, excepting therefrom the West 25 rods thereof, all in Township 1 North, Range 65 East of the M.D.B.&M., Lincoln County, Nevada.

PARCEL 14

The West 25 rods of the Southeast Quarter of the Southeast Quarter (SE1/4 of SE1/4) of Section 27; the West 25 rods of the Northeast Quarter of the Northeast Quarter (NE1/4 of NE1/4) of Section 34; the Northeast Quarter of the Northwest Quarter (NE1/4 of NW1/4); and the Northwest Quarter of the Northeast Quarter (NW1/4 of NE1/4) of Section 34, in Township 1 North, Range 65 East of the M.D.B.&M., Lincoln County, Nevada.

PARCEL 15:

Parcels Five (5), Six (6) and Seven (7), as shown by map thereof recorded for Lester & Lorene Mathews on February 22, 1988 as Doc. No. 88303 and on file in Book A of Maps, Page 284, in the office of the County Recorder, Lincoln County, Nevada.



In addition to the above described Real Property Trustor also conveys all rights, title, and interest in and to the following described Water Rights:

ALL WATER APPURTENANT TO THIS OR OTHER PROPERTY, DESCRIBED AS WATER FROM THE FOLLOWING WATER RIGHTS:

Robert J Mathews and Carol L Mathews
20154, 11968, V04355, 13047, 12249, V04399

Also water rights currently vested in Wilson Family Trust and A Morley and Mary Wilson Family Trust but under application to be transferred to Robert J and Carol L Mathews under applications 73440, 73439 and 73442

Robert J Mathews and Shane R Mathews
11723, 24349

Shane R Mathews and Jenny R Mathews
5371, 9660, 10119, 10120, 11118

