

DOC # 0152624

09/15/2017

11:09 AM

Official Record

Recording requested By
COW COUNTY TITLE CO.

Lincoln County - NV
Leslie Boucher - Recorder
Fee: \$48.00 Page 1 of 10
RPTT: Recorded By: AK
Book- 314 Page- 0136



0152624

A.P.N. No.:	008-111-05, 008-271-05, and 008-271-03
Escrow No.:	77773
Recording Requested By:	
Cow County Title Co.	
When Recorded Mail To:	
FARM CREDIT SERVICES OF AMERICA, FLCA	
P O BOX 1337	
MASON CITY, IA 50402-1337	

(for recorders use only)

NEVADA DEED OF TRUST AND ASSIGNMENTS OF RENTS

(Title of Document)

The parties are executing this document in counterpart for the purpose of facilitating its execution. The counterparts are to be considered and interpreted as a single document.

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

(Additional recording fee applies)



APN: 008-111-05, 008-271-05, 008-271-03

WHEN RECORDED RETURN TO:
Farm Credit Services of America, FLCA
P O Box 1337
Mason City IA 50402-1337

CCT 77773

NEVADA DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 6th day of September, 2017, between RTT Gold, LLC, (“TRUSTOR”), whose address is HC 74 Box 262-5, Pioche NV 89043, and Cow County Title Co., a Nevada Title Company, (“TRUSTEE”), and Farm Credit Services of America, FLCA, (“BENEFICIARY”).

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with Power of Sale, that property in the County of Lincoln, State of Nevada, described as:

Parcel 1:

That portion of the East Half (E ½) of the Southeast Quarter (SE ¼) of Section 12, Township 7 South, Range 66 East, M.D.B.& M., more particularly described as follows:

Parcels 1 and 3 of that certain Parcel Map recorded May 4, 2009 in the Office of the County Recorder of Lincoln County, Nevada in Book C of Plats, page 463 as File No. 133723, Lincoln County, Nevada records.

Assessor’s Parcel Number for 2017-2018: 008-271-03 and 008-271-05

Parcel 2:

The East Half (E ½) of the Southwest Quarter (SW ¼) and Lots 3 and 4 of Section 7, Township 7 South, Range 67 East, M.D.B.& M., excepting therefrom those parcels of land conveyed by the following:

- 1) The Deed in favor of Utah, Nevada and California Railroad Co., recorded July 18, 1901 in Book T of Deeds, page 347, Lincoln County, Nevada records
- 2) The Deed in favor of San Pedro, Los Angeles and Salt Lake Railroad Co., recorded September 19, 1910 in Book A-1 of Real Estate Deeds, page 264 as File No. 20827, Lincoln County, Nevada records
- 3) The deed in favor of Los Angeles and Salt Lake Railroad Co., recorded January 17, 1919 in Book B-1 of Real Estate Deeds, page 275 as File No. 26465, Lincoln County, Nevada records
- 4) Those Deeds in favor of Los Angeles and Salt Lake Railroad Company, recorded August 9, 1926 in Book C-1 of Real Estate Deeds, page 245 as File No. 3539; and February 14, 1927 in Book C-1 of Real Estate Deeds, page 287 as File No. 3877, Lincoln County, Nevada records

Also excepting the portion of said land as conveyed to the County of Lincoln by Deed recorded May 22, 1974 in Book 10 of Official Records, page 316 as File No. 54484, Lincoln County, Nevada records.

Further excepting therefrom Parcels 1 and 2 of that Parcel Map recorded October 20, 2000 in Book B of Plats, page 346 as File No. 115428, Lincoln County, Nevada records.

Assessor’s Parcel Number for 2017-2018: 008-111-05

Together with those certain water rights under Permit 70260.
Rev. 4-2009 Nevada Deed of Trust



together with all and singular the tenements, hereditaments and appurtenances now or hereafter belonging or in any way appertaining thereto; any easements benefiting such property; all right, title and interest of Trustor now owned or hereafter acquired in and to any land lying within the right-of-way of any street, open or proposed, adjoining such real property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with such property; the reversion and reversions, remainder and remainders, rents, issues and profits of such property, and all buildings, fixtures and other improvements now or hereafter located on or attached to or used in connection therewith and any estate, right, title or interest Trustor may hereafter acquire therein (collectively, the "Property"). Without limiting the generality of the foregoing, there shall be included in the Property any adjacent lands included in any enclosures or occupied by buildings partly located on the Property.

For the Purpose of Securing:

1. Performance of each agreement of Trustor herein contained.
2. Payment of the indebtedness evidenced by three promissory notes, each dated September 6, 2017, and any extensions or renewals thereof, in the principal sums of \$225,000.00, \$337,500.00, and \$337,500.00, respectively, each such promissory note executed by Trustor in favor of Beneficiary.
3. Payment of such additional sums or future advances as may hereafter be advanced for the account of Trustor or assigns by Beneficiary as evidenced by promissory note(s) given by Trustor to Beneficiary.
4. Any interest on promissory note(s) given by Trustor to Beneficiary at the rate set forth in such promissory note(s).
5. Compliance with the terms and conditions of promissory note(s) given by Trustor to Beneficiary.
6. The maximum amount of principal to be secured by promissory note(s) given by Trustor to Beneficiary secured by this Deed of Trust is \$900,000.00. Any promissory note(s) given by Trustor to Beneficiary are collectively referred to in this Deed of Trust as the "Note(s)."

To Protect the Security of This Deed of Trust, Trustor Agrees:

- 1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished theretofore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
- 2) To provide, maintain and deliver to Beneficiary fire, vandalism and malicious mischief insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. The provisions hereof are subject to the mutual agreements of the parties as below set forth.
- 3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
- 4) To pay:
 - (a) at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock;
 - (b) when due, subject to the mutual agreements of the parties as below set forth, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto;
 - (c) all allowable expenses of this Trust.
- 5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the rate amount allowed by law in effect at the date hereof, and to pay for any statement provided for by



law in effect at the date hereof regarding the obligations secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

6) That 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 apply or release such moneys received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

7) That 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 for failure so to pay.

8) That 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) for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby. Trustee may: reconvey any part of said 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 the lien or charge hereof.

9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Note(s) to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full Reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of defaults hereunder or invalidate any act done pursuant to such notice.

11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and notice of breach and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, the Note(s) and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of breach, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then



repaid, with accrued interest at the rate provided in the Note(s); all other sums then secured hereby; and the remainder, if any to the person or persons legally entitled thereto.

12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the Office of the Recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and document number where this Deed of Trust is recorded and the name and address of the new Trustee.

13) That 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. The term Beneficiary shall mean the owner and holder, including pledgees, of the Note(s) secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the neuter gender includes the feminine and/or masculine, and the singular number includes the plural.

14) That Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

Trustor and Beneficiary Mutually Agree:

(A) By Beneficiary's acceptance of this Deed of Trust, Beneficiary covenants and agrees that provided Trustor is not in default on the Note(s), Beneficiary shall pay all installments of principal and interest which shall hereafter become due pursuant to the provisions of the Note(s) as and when the same become due and payable. In the event Trustor shall be delinquent or in default under the terms of the Note(s) secured hereby, Beneficiary shall not be obligated to make any payments required by the terms of the Note(s) until such delinquency or default is cured. In the event Beneficiary fails to timely pay any installment of principal or interest on the Note(s) at the time when Trustor is not delinquent or in default under the terms of the Note(s) secured hereby, Trustor may, at Trustor's option make such payments directly to the holder of such Note(s), in which event Trustor shall be entitled to a credit against the next installment(s) of principal and interest due under the terms of the Note(s) secured hereby equal to the amount so paid and including, without limitation, any penalty, charges and expenses paid by Trustor to the holder of the Note(s) on account of Beneficiary's failing to make such payment. The obligations of Beneficiary hereunder shall terminate upon the earliest of

- (i) foreclosure of the lien of this Deed of Trust, or
- (ii) cancellation of the Note(s) secured hereby and Reconveyance of this Deed of Trust.

Should Trustor be delinquent or in default under the terms of the Note(s) secured hereby, Beneficiary consequently incurs any penalties, charges, or other expenses on account of the Note(s) during the period of such delinquency or default, the amount of such penalties, charges and expenses shall be immediately added to the principal amount of the Note(s) secured hereby and shall be immediately payable by Trustor to Beneficiary.

If at any time the unpaid balance of the Note(s) secured hereby, accrued interest thereon, and all other sums due pursuant to the terms thereof and all sums advanced by Beneficiary pursuant to the terms of this Deed of Trust, is equal to or less than the unpaid principal balance of the Note(s) and accrued interest thereon, the Note(s) secured hereby, at the option of Beneficiary, shall be cancelled and said property shall be reconveyed from the lien of this Deed of Trust.

(B) Trustor and Beneficiary agree that in the event the proceeds of any condemnation award or settlement in lieu thereof, or the proceeds of any casualty insurance covering destructible improvements located upon said property, are applied by the holder of the Note(s) in reduction of the unpaid principal amount thereof, the unpaid principal balance of the Note(s) secured hereby shall be reduced by an equivalent amount and be deemed applied to the last sums due under the Note(s).

(C) At such times as the Note(s) secured hereby becomes all due and payable, the amount of principal and interest then payable to Beneficiary thereunder shall be reduced by the then unpaid balance of principal and interest due on the Note(s).

(D) Any demand hereunder delivered by Beneficiary to Trustee for the foreclosure of the lien of this Deed of Trust may be not more than the sum of the following amounts:



- (i) The difference between the then unpaid balance of principal and interest on the Note(s) secured hereby and the then unpaid balance of principal and interest on the Note(s), plus
- (ii) The aggregate of all amounts theretofore paid by Beneficiary pursuant to the terms of this Deed of Trust prior to the date of such foreclosure sale, for taxes and assessments, insurance premiums, delinquency charges, foreclosure costs, and any other sums advanced by Beneficiary pursuant to the terms of this Deed of Trust, to the extent the same were not previously repaid by Trustor to Beneficiary; plus
- (iii) The costs of foreclosure hereunder; plus attorneys fees and costs incurred by Beneficiary in enforcing this Deed of Trust or the Note(s) secured hereby as permitted by law.

(E) Notwithstanding any provision to the contrary herein contained, in the event of a Trustee's Sale in furtherance of the foreclosure of this Deed of Trust, the balance then due on the Note(s) secured hereby, for the purpose of beneficiary's demand, shall be reduced, as aforesaid, by the unpaid balance, if any, of principal and interest then due on the Note(s), satisfactory evidence of which unpaid balances must be submitted to Trustee prior to such sale. The Trustee may rely on any statements received from Beneficiary in this regard and such statements shall be deemed binding and conclusive as between Beneficiary and Trustor, on the one hand, and the Trustee, on the other hand, to the extent of such reliance.

Executed as of the date first above written.

RTT Gold, LLC, a Limited Liability Company

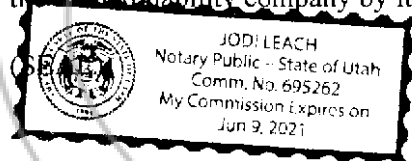
William T. Brock
By: William T. Brock, Manager

By: Harold C. Cloward, Manager

By: Loren T. Cook, Manager

STATE OF UTAH)
) ss
COUNTY OF KANE)

On this 8TH day of September, 2017, before me, a Notary Public, personally appeared William T. Brock, to me known to be the person(s) named in and who executed the foregoing instrument, who did say that he is member/manager of RTT Gold, LLC, a limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its members and the member(s) acknowledged the execution of the instrument to be voluntary act and deed of the limited liability company by it and by him voluntarily executed.



My commission expires 6-9-2021.

[Signature]
[Notary's Name]
Notary Public in and for said County and State


- (i) The difference between the then unpaid balance of principal and interest on the Note(s) secured hereby and the then unpaid balance of principal and interest on the Note(s), plus
- (ii) The aggregate of all amounts theretofore paid by Beneficiary pursuant to the terms of this Deed of Trust prior to the date of such foreclosure sale, for taxes and assessments, insurance premiums, delinquency charges, foreclosure costs, and any other sums advanced by Beneficiary pursuant to the terms of this Deed of Trust, to the extent the same were not previously repaid by Trustor to Beneficiary; plus
- (iii) The costs of foreclosure hereunder; plus attorneys fees and costs incurred by Beneficiary in enforcing this Deed of Trust or the Note(s) secured hereby as permitted by law.

(E) Notwithstanding any provision to the contrary herein contained, in the event of a Trustee's Sale in furtherance of the foreclosure of this Deed of Trust, the balance then due on the Note(s) secured hereby, for the purpose of beneficiary's demand, shall be reduced, as aforesaid, by the unpaid balance, if any, of principal and interest then due on the Note(s), satisfactory evidence of which unpaid balances must be submitted to Trustee prior to such sale. The Trustee may rely on any statements received from Beneficiary in this regard and such statements shall be deemed binding and conclusive as between Beneficiary and Trustor, on the one hand, and the Trustee, on the other hand, to the extent of such reliance.

Executed as of the date first above written.

RTT Gold, LLC, a Limited Liability Company

By: William T. Brock, Manager


By: Harold C. Cloward, Manager

By: Loren T. Cook, Manager

STATE OF UTAH)
) ss
COUNTY OF _____)

On this _____ day of September, 2017, before me, a Notary Public, personally appeared William T. Brock, to me known to be the person(s) named in and who executed the foregoing instrument, who did say that he is member/manager of RTT Gold, LLC, a limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its members and the member(s) acknowledged the execution of the instrument to be voluntary act and deed of the limited liability company by it and by him voluntarily executed.

(SEAL)

My commission expires _____.

[Notary's Name]
Notary Public in and for said County and State



- (i) The difference between the then unpaid balance of principal and interest on the Note(s) secured hereby and the then unpaid balance of principal and interest on the Note(s), plus
- (ii) The aggregate of all amounts theretofore paid by Beneficiary pursuant to the terms of this Deed of Trust prior to the date of such foreclosure sale, for taxes and assessments, insurance premiums, delinquency charges, foreclosure costs, and any other sums advanced by Beneficiary pursuant to the terms of this Deed of Trust, to the extent the same were not previously repaid by Trustor to Beneficiary; plus
- (iii) The costs of foreclosure hereunder; plus attorneys fees and costs incurred by Beneficiary in enforcing this Deed of Trust or the Note(s) secured hereby as permitted by law.

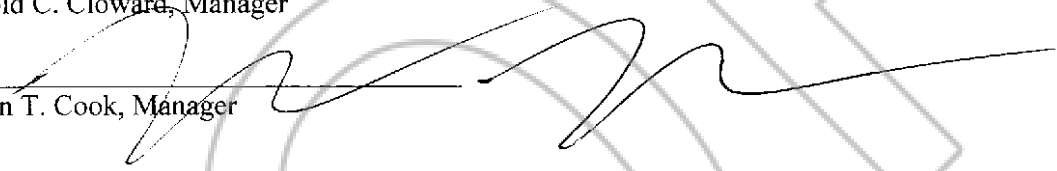
(E) Notwithstanding any provision to the contrary herein contained, in the event of a Trustee's Sale in furtherance of the foreclosure of this Deed of Trust, the balance then due on the Note(s) secured hereby, for the purpose of beneficiary's demand, shall be reduced, as aforesaid, by the unpaid balance, if any, of principal and interest then due on the Note(s), satisfactory evidence of which unpaid balances must be submitted to Trustee prior to such sale. The Trustee may rely on any statements received from Beneficiary in this regard and such statements shall be deemed binding and conclusive as between Beneficiary and Trustor, on the one hand, and the Trustee, on the other hand, to the extent of such reliance.

Executed as of the date first above written.

RTT Gold, LLC, a Limited Liability Company

By: William T. Brock, Manager

By: Harold C. Cloward, Manager

By: Loren T. Cook, Manager 

STATE OF UTAH)
) ss
COUNTY OF _____)

On this _____ day of September, 2017, before me, a Notary Public, personally appeared William T. Brock, to me known to be the person(s) named in and who executed the foregoing instrument, who did say that he is member/manager of RTT Gold, LLC, a limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its members and the member(s) acknowledged the execution of the instrument to be voluntary act and deed of the limited liability company by it and by him voluntarily executed.

(SEAL)

My commission expires _____.

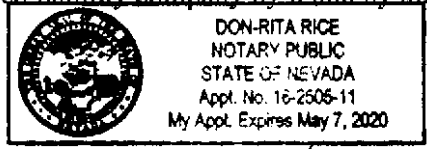
[Notary's Name]
Notary Public in and for said County and State



STATE OF NEVADA)
) ss
COUNTY OF Lincoln)

On this 8th day of September, 2017, before me, a Notary Public, personally appeared Harold C. Cloward to me known to be the person(s) named in and who executed the foregoing instrument, who did say that he is a member/manager of RTT Gold, LLC, a limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its members and the member(s) acknowledged the execution of the instrument to be voluntary act and deed of the limited liability company by it and by him voluntarily executed.

(SEAL)



Don-Rita Rice
[Notary's Name]
Notary Public in and for said County and State

My commission expires 5/7/20

STATE OF UTAH)
) ss
COUNTY OF _____)

On this _____ day of September, 2017, before me, a Notary Public, personally appeared Loran T. Cook to me known to be the person(s) named in and who executed the foregoing instrument, who did say that he is a member/manager of RTT Gold, LLC, a limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its members and the member(s) acknowledged the execution of the instrument to be voluntary act and deed of the limited liability company by it and by him voluntarily executed.

(SEAL)

[Notary's Name]
Notary Public in and for said County and State

My commission expires _____

STATE OF NEVADA)
) ss
COUNTY OF _____)

On this _____ day of September, 2017, before me, a Notary Public, personally appeared Harold C. Cloward to me known to be the person(s) named in and who executed the foregoing instrument, who did say that he is a member/manager of RTT Gold, LLC, a limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its members and the member(s) acknowledged the execution of the instrument to be voluntary act and deed of the limited liability company by it and by him voluntarily executed.

(SEAL)

[Notary's Name]
Notary Public in and for said County and State

My commission expires _____.

STATE OF UTAH)
) ss
COUNTY OF Utah)

On this 8 day of September, 2017, before me, a Notary Public, personally appeared Loran T. Cook to me known to be the person(s) named in and who executed the foregoing instrument, who did say that he is a member/manager of RTT Gold, LLC, a limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its members and the member(s) acknowledged the execution of the instrument to be voluntary act and deed of the limited liability company by it and by him voluntarily executed.

(SEAL)

Anna Nerida-Jones [Signature]
[Notary's Name]
Notary Public in and for said County and State

My commission expires 11/14/2020.

