

Official Record

Recording requested By
DYLAN V. FREHNER, ESQ.

Lincoln County - NV
Leslie Baucher - Recorder

Fee: \$35.00 Page 1 of 6
RPTT: Recorded By: AE
Book- 317 Page- 0196



APN 012-110-46

APN _____

APN _____

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)

Shane R. Mathews
Signature Title

Robert J. Mathews
Title

2/8/2018
Date

Grantees address and mail tax statement:

Robert J. Mathews & Shane R. Mathews

P.O. Box 328

Panaca, Nevada 89042



APN: 012-110-46

RECORDING REQUESTED BY:

Dylan V. Frehner, Esq.
P.O. Box 517
Pioche, Nevada 89043

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 1 day of Feb., 2018, by and between Robert J. Mathews and Shane R. Mathews, as joint tenants with full right of survivorship, hereinafter called "TRUSTORS", and Dylan V. Frehner, Attorney at Law, a Nevada Professional Corporation, as "TRUSTEE" and N. Peter Horlacher Family Trust, dated the 23rd day of September, 1991, hereinafter called "BENEFICIARY". (It is distinctly understood that the words "Trustor," "Trustee," and "Beneficiary" and the word "his" referring to the Trustor, Trustee or Beneficiary, as herein used, are intended to and do include the masculine, feminine and neuter genders and the singular and plural numbers as indicated by the context.)

WITNESSETH:

That said TRUSTORS hereby grants, conveys and confirms unto said TRUSTEE in trust with power of sale, the following described real property, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situate in the County of Lincoln, State of Nevada, to-wit:

All that certain real property situate in the County of Lincoln, State of Nevada, more particularly described as follows:

APN 012-110-46, and further described as:

PROPERTY DESCRIPTION:

Approximately 73.26 acres of land near Bullionville, Nevada more specifically described as Parcel 2, Parcel Map for N. Peter Horlacher, Book D, Page 232, Lincoln County Recorder's Document No. 0151739, recorded May 9, 2017.

WATER RIGHTS:

This purchase includes approximately 265 acre feet annually of underground water right more specifically described as any and all interest to, and title in Water Rights Permits 58577, 58578, and 58579; Certificates 17735, 17736, and 17737, respectively; as contained in that certain document entitled



Quitclaim Deed (3-pages) filed in the Lincoln County Recorder's Office as Document No. 0141150, recorded May 4, 2012. The previously described water right interest for N. Peter Horlacher is 50% of the total associated with the said permit and certificate numbers as described in the referenced quitclaim deed.

TOGETHER WITH ALL AND SINGULAR the tenements, hereditaments and appurtenances thereunto belonging or anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title, and interest, homestead or other claim or demand, as well in law as in equity, which the TRUSTORS now have or may hereafter acquire, in or to the said premises or any part thereof, with the appurtenances.

The parties transferred the above described property as the result of a Real Estate Contract Purchase Agreement that provided specific terms and penalties for late payments and default. All such terms of the Real Estate Contract Purchase Agreement are incorporated herein by reference and shall control, unless otherwise stated in this Deed of Trust.

As additional security, TRUSTORS hereby assign all rents from such property and gives to and confer 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 TRUSTORS the right, prior to any default by TRUSTORS 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 default and the passing of 180 days after the default, BENEFICIARY may with prior 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 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 default hereunder or invalidate any act done pursuant to such notice.

In the event all or any part of the property secured by this Deed of Trust be sold, conveyed, transferred, or exchanged, then the Note of even date secured hereby shall become immediately due and payable at the option of the holder of said Note.



TO HAVE AND TO HOLD the same unto the said TRUSTEE and its successors, upon the trusts hereinafter expressed:

As security for the payment of TWO HUNDRED AND SEVENTY-FIVE THOUSAND DOLLARS (\$275,000.00), in lawful money of the United States of America, and with expenses and counsel fees according to the terms of the Promissory Note or Notes for said sums executed and delivered by the TRUSTORS to the BENEFICIARY; such additional amounts as may be hereafter loaned by the BENEFICIARY or his successor to the TRUSTORS or any of them, or any successor in interest of the TRUSTORS, with interest thereon, and any other indebtedness or obligation of the TRUSTORS or any of them, and any present or future demands of any kind or nature which the BENEFICIARY, or his successor, may have against the TRUSTORS or any of them whether created directly or acquired by assignment; whether absolute or contingent; whether due or not, or whether otherwise secured or not, or whether existing at the time of the execution of this instrument, or arising thereafter; also as security for the payment and performance of every obligation, covenant, promise or agreement herein or in said note or notes contained.

TRUSTORS grants to BENEFICIARY the right to record notice that this Deed of Trust is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations of the TRUSTORS for which BENEFICIARY may claim this Deed of Trust as security.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: The TRUSTORS promises and agrees to pay when due all claims for labor performed and materials furnished for any construction, alteration or repair upon the above- described premises; to comply with all laws affecting said property or relating to any alterations or improvements that may be made thereon; not to commit, suffer or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting said property.

SECOND: The TRUSTORS promises to properly care for and keep the property herein described in first-class condition, order and repair; to care for, protect and repair all buildings and improvements situate thereon; and otherwise to protect and preserve the said premises and the improvements thereon and not to commit or permit any waste or deterioration of said buildings and improvements of said premises. If the above described property is farm land, TRUSTOR agrees to farm, cultivate and irrigate said premises in a proper approved and husbandmanlike manner.

THIRD: The following covenants, Nos. 1, 2 (\$275,000.00 amount of insurance), 3, 4 (interest 5.000% per annum), 5, 6, 7 (counsel fees 15%) and 8 of NRS 107.030, are hereby adopted and made a part of this Deed of Trust.



FOURTH: BENEFICIARY may, from time to time, as provided by statute, or by a writing, signed and acknowledged by him and recorded in the office of the County Recorder of the county in which said land or such part thereof as is then affected by this Deed of Trust is situated, appoint another TRUSTEE in place and stead of TRUSTEE herein named, and thereupon, the TRUSTEE herein named shall be discharged and TRUSTEE so appointed shall be substituted as TRUSTEE hereunder with the same effect as if originally named TRUSTEE herein.

FIFTH: TRUSTORS agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

SIXTH: The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.

SEVENTH: In the event of any tax or assessment on the interest under this Deed of Trust it will be deemed that such taxes or assessments are upon the interest of the TRUSTORS, who agrees to pay such taxes of assessments although the same may be assessed against the BENEFICIARY or TRUSTEE.

EIGHTH: All the provisions of this instrument shall inure to, apply, and bind the legal representatives, successors and assigns of each party hereto respectively.

NINTH: In the event of a default in the performance or payment under this Deed of Trust or the security for which this Deed of Trust has been executed, any notice given under Section 107.080 NRS shall be given by registered letter to the TRUSTOR(S) at the address herein, P.O. Box 328, Panaca, Nevada 89042, and such notice shall be binding upon the TRUSTOR(S), and any Assignee(s), or Grantee(s) from the TRUSTOR(S).

TENTH: It is expressly agreed that the trusts created hereby are irrevocable by the TRUSTORS.

IN WITNESS WHEREOF, the TRUSTOR has executed these presents the day and year first above written.

Robert J Mathews
ROBERT J. MATHEWS

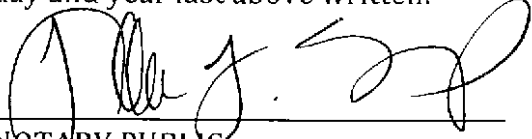
Shane R Mathews
SHANE R. MATHEWS



STATE OF NEVADA)
 : ss.
County of LINCOLN)

On this 1st day of FEBRUARY, 2018, personally appeared before me, a Notary Public in and for said County and State, ****ROBERT J. MATHEWS****, known or proven to me to be the person described herein, who acknowledged to me that he executed the foregoing Deed of Trust freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



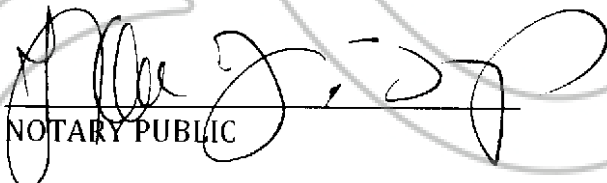
NOTARY PUBLIC



STATE OF NEVADA)
 : ss.
County of LINCOLN)

On this 1st day of FEBRUARY, 2018, personally appeared before me, a Notary Public in and for said County and State, ****SHANE R. MATHEWS****, known or proven to me to be the person described herein, who acknowledged to me that she executed the foregoing Deed of Trust freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



NOTARY PUBLIC

