

LINCOLN COUNTY, NV

2018-155281

\$35.00

Rec:\$35.00

10/08/2018 01:54 PM

MESQUITE TITLE COMPANY

Pgs=7 AK

OFFICIAL RECORD

LESLIE BOUCHER, RECORDER

APN: 041-040-03, 014-050-01

RECORDING REQUESTED BY:  
Mesquite Title Company

AND WHEN RECORDED MAIL TAX STATEMENT  
TO:

Arthur A. & Debra Hafen  
259 N. Milan St.  
Henderson, NV 89015

Order No. 18018

(MAY BE EXECUTED IN COUNTER-PARTS)

## TRUST DEED

Date: 9-27, 2018

### TRUSTOR

Hafen Bros., LLC, a Utah limited liability company  
whose mailing address is: 465 E. 600 S., St. George, Utah, 84770

### TRUSTEE:

Mesquite Title Company  
whose mailing address is: 840 Pinnacle Ct. Building 3, Mesquite, NV 89027

### BENEFICIARY:

Arthur A. Hafen and Debra Hafen, husband and wife as joint tenants  
whose mailing address is: 259 N. Milan St., Henderson, Nevada 89015

Property situated in the County of Lincoln, State of Nevada, as described as follows:

**SEE ATTACHED EXHIBIT "A" LEGAL DESCRIPTION**

Together with all buildings, improvements and fixtures thereon or hereinafter erected thereon.

Street address if any, or identifiable location of this property:

**Ag/Grazing Land**

**THIS DEED OF TRUST**, made on the above date by, between and among the TRUSTOR, TRUSTEE and BENEFICIARY above named.

**WITNESSETH:** That Trustor hereby irrevocably grants, conveys, transfers and assigns to the Trustee in Trust, with Power of Sale, the above described real property (the Trust Property), together with leases, issues, profits, or income therefrom (all of which are hereinafter called "property income"); **SUBJECT**, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such property income.

**SUBJECT TO:** Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

### FOR THE PURPOSE OF SECURING:

A. Payment of the indebtedness in the principal sum of **\$100,000.00** evidenced by a Promissory Note or Notes of even date herewith, and any extension or renewal thereof, executed by Trustor in favor of Beneficiary or order. B. Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a Promissory Note or Notes reciting that they are secured by a Deed of Trust. C. Performance of each agreement of Trustor herein contained.

### 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 therefor; 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; 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 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 Trustee's sale hereunder or invalidate any act done pursuant to such notice.

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 of Beneficiary and Trustee, 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 or be named, and in any suit brought by Beneficiary or Trustee to foreclose this Deed of Trust.

4. To pay, at least 10 days before delinquent, all taxes and assessments affecting said property; when due, all encumbrances, charges, and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees, and expenses of this Trust, including without limiting the generality of the foregoing, the fees of Trustee for issuance of any Deed of Partial Release and Partial Reconveyance or Deed of Release and Full Reconveyance, and all lawful charges, costs, and expenses in the event of reinstatement of, following default in, this Deed of Trust or the obligations secured hereby.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the right or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel, and pay his reasonable fees.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, together with interest from date of expenditure at the same rate as is provided for in the note or notes secured by this Deed of Trust or at the legal rate if it secures a contract or contracts other than a promissory note or notes. Any amounts so paid by Beneficiary or Trustee shall become a part of the debt secured by the Deed of Trust and a lien on said premises or immediately due and payable at option of Beneficiary or Trustee.

**IT IS MUTUALLY AGREED:**

6. That any award of damages in connection with any condemnation or any such taking, or for injury to the property by reason of public use, or for damages for private trespass or injury thereto, is assigned and shall be paid to Beneficiary as further security for all obligations secured hereby (reserving unto the Trustor, however, the right to sue therefor and the ownership thereof subject to this Deed of Trust), and upon receipt of such moneys Beneficiary may hold the same as such further security, or apply or release the same in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

7. That time is of the essence of this Deed of Trust, and that by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his 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, and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said note(s) for endorsement, and without liability therefor, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, and without affecting the security hereof for the full amount secured hereby on all property remaining subject hereto, and without the necessity that any sum representing the value or any portion thereof of the property affected by the Trustee's action be credited on the indebtedness, the

Trustee may: (a) release and reconvey all or any part of said property; (b) consent to the making and recording, or either, of any map or plat of the property or any part thereof; (c) join in granting any easement thereon; (d) join in or consent to any extension agreement or any agreement subordinating the lien, encumbrance, 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 said note(s) to Trustee for cancellation, and upon payment of its fees. Trustee shall release and reconvey, without covenant or warranty, express or implied, the property then held hereunder. The recitals in such reconveyance of any matters of 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."

10. That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power, and authority, during the continuance of this Trust, to collect the property income, reserving to 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 property income as it becomes 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 property income, including that 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 property income, and the application thereof as aforesaid, shall not cure or waive any default or notice of Trustee's sale hereunder or invalidate any act done pursuant to such notice.

11. That upon default by Trustor in the 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 notice thereof, setting forth the nature thereof, and of election to cause to be sold said property under this Deed of Trust. Beneficiary also shall deposit with Trustee this Deed of Trust, said note(s), and all documents evidencing expenditures secured hereby.

Trustee shall record and give notice of Trustee's sale in the manner required by law, and after the lapse of such time as may then be required by law, subject to the statutory rights of reinstatement, the Trustee shall sell, in the manner required by law, said property at public auction at the time and place fixed by it in said notice of Trustee's sale to the highest bidder for cash in lawful money of the United States, Payable at time of sale. Trustee may postpone or continue the sale by giving notice of postponement or continuance by public declaration at the time and place last appointed for the sale. Trustee shall deliver to such purchaser its Deed conveying the property so sold, but without any covenant or warranty, expressed or implied. Any persons, including Trustor, Trustee, or Beneficiary, 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 and reasonable attorney's fees, Trustee shall apply the proceeds of sale to payment of all sums then secured hereby and all other sums due under the terms hereof, with accrued interest; and the remainder, if any, to the person or persons legally entitled thereto, or as provided in Nevada Revised Statutes. To the extent permitted by law, an action may be maintained by Beneficiary to recover a deficiency judgment for any balance due hereunder.

In the alternative to foreclose by trustee sale, the Beneficiary may foreclose by judicial proceedings, and in such event, the election to declare the unpaid balance immediately due and payable may be made in the complaint. In such judicial proceedings, Beneficiary shall be entitled to reasonable Attorney's fees, costs of foreclosure report, and all sums advanced with interest as provided paragraphs four (4) and five (5) herein.

12. 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.

The undersigned Trustor requests that a copy of any notice of Trustee's sale hereunder be mailed to him at his address hereinbefore set forth.

Trustor:

Hafen Bros., LLC, a Utah limited liability company

By: Hafen-Sproul, LLC  
Its: Member

By: \_\_\_\_\_  
Arthur Andrew Hafen, Manager

By: Hafen-Nielson, LLC  
Its: Member

By: Hafen Family Trust, u/a/d 2/7/91  
Its: Member

X By: L. Kelton Hafen  
L. Kelton Hafen, Trustee

X By: Peggy Ruth N. Hafen  
Peggy Ruth N. Hafen, Trustee

By: Hafen-Pymm, LLC  
Its: Member

By: Eldon E. Hafen and Maxine P. Hafen Trust, u/a/d  
10/30/96  
Its: Member

X By: Eldon E. Hafen  
Eldon E. Hafen, Trustee

X By: Maxine P. Hafen  
Maxine P. Hafen, Trustee

STATE OF \_\_\_\_\_ )  
  ) :ss.  
COUNTY OF \_\_\_\_\_ )

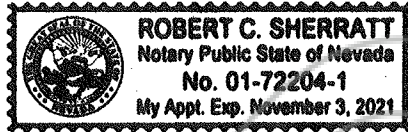
On the \_\_\_\_\_, 2018, personally appeared before me, Arthur Andrew Hafen, who being by me duly sworn, did say that he/she is the Manager of Hafen-Sproul, LLC, Member of Hafen Bros., LLC, a Utah limited liability company, and that said instrument was signed by him/her in behalf of said limited liability company by authority of statute, its articles of organization or its operating agreement, for the uses and purposes herein mentioned, and said Arthur Andrew Hafen acknowledged to me that said limited liability company executed the same.

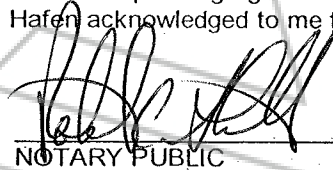
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

STATE OF Nevada )  
COUNTY OF Clark ) :ss.

On the 10-8-18, 2018, personally appeared before me, L. Kelton Hafen and Peggy Ruth N. Hafen who being by me duly sworn, did say that they are the Trustees of Hafen Family Trust, u/a/d 2/7/91, Member of Hafen-Nielson, LLC, Member of Hafen Bros., LLC, a Utah limited liability company, and that said instrument was signed by them on behalf of said limited liability company by authority of statute, its articles of organization or its operating agreement, for the uses and purposes herein mentioned, and said L. Kelton Hafen and Peggy Ruth N. Hafen acknowledged to me that said limited liability company executed the same.

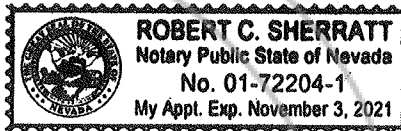


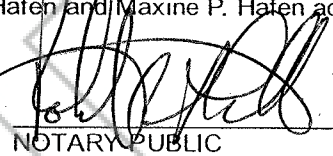
  
NOTARY PUBLIC

My Commission Expires:

STATE OF Nevada )  
COUNTY OF Clark ) :ss.

On the 9-27-18, 2018, personally appeared before me, Eldon E. Hafen and Maxine P. Hafen, who being by me duly sworn, did say that they are the Trustees of Eldon E. Hafen and Maxine P. Hafen Trust, u/a/d 10/30/96, Member of Hafen-Pymm, LLC, Member of Hafen Bros., LLC, a Utah limited liability company, and that said instrument was signed by them on behalf of said limited liability company by authority of statute, its articles of organization or its operating agreement, for the uses and purposes herein mentioned, and said Eldon E. Hafen and Maxine P. Hafen acknowledged to me that said limited liability company executed the same.



  
NOTARY PUBLIC

My Commission Expires:

Hafen Bros., LLC, a Utah limited liability company

By:Hafen-Sproul, LLC  
Its:Member

By: Arthur Andrew Hafen  
Arthur Andrew Hafen, Manager

By:Hafen-Nielson, LLC  
Its:Member

By:Hafen Family Trust, u/a/d 2/7/91  
Its:Member

By: \_\_\_\_\_  
L. Kelton Hafen, Trustee

By: \_\_\_\_\_  
Peggy Ruth N. Hafen, Trustee

By:Hafen-Pymm, LLC  
Its:Member

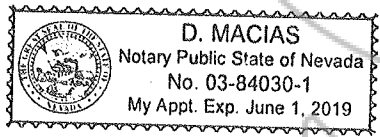
By:Eldon E. Hafen and Maxine P. Hafen Trust, u/a/d  
10/30/96  
Its:Member

By: \_\_\_\_\_  
Eldon E. Hafen, Trustee

By: \_\_\_\_\_  
Maxine P. Hafen, Trustee

STATE OF Nevada )  
                                  ) :ss.  
COUNTY OF Clark )

On the Sept 26, 2018, personally appeared before me, Arthur Andrew Hafen, who being by me duly sworn, did say that he/she is the Manager of Hafen-Sproul, LLC, Member of Hafen Bros., LLC, a Utah limited liability company, and that said instrument was signed by him/her in behalf of said limited liability company by authority of statute, its articles of organization or its operating agreement, for the uses and purposes herein mentioned, and said Arthur Andrew Hafen acknowledged to me that said limited liability company executed the same.



D. Macias  
NOTARY PUBLIC D. Macias  
My Commission Expires: 6-1-19

Escrow No: 19018

## **EXHIBIT "A"** **Legal Description**

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

**Parcel 1:**

The Northeast Quarter of the Southeast Quarter of the Northwest Quarter (NE1/4 of SE1/4 of NW1/4); the Southwest Quarter of the Southeast Quarter of the Northwest Quarter (SW1/4 of SE1/4 of NW1/4); the Northwest Quarter of the Southwest Quarter (NW1/4 of SW1/4); the Northwest Quarter of the Southeast Quarter of the Southwest Quarter (NW1/4 of SE1/4 of SW1/4); and the West Half of the Southwest Quarter of the Southwest Quarter (W1/2 of SW1/4 of SW1/4) in Section 11, Township 5 South, Range 69 East of the Mount Diablo Base and Meridian, Lincoln County, Nevada.

INCLUDING THOSE PORTIONS OF THE FOLLOWING DESCRIBED PROPERTY lying West of the Union Pacific Railroad right-of-way:

The Southeast Quarter of the Southeast Quarter of the Northwest Quarter (SE1/4 of SE1/4 of NW1/4); the Northeast Quarter of the Southwest Quarter (NE1/4 of SW1/4); the East Half of the Southwest Quarter of the Southwest Quarter (E1/2 of SW1/4 of SW1/4) in Section 11, Township 5 South, Range 69 East of the Mount Diablo Base and Meridian, Lincoln County, Nevada.

**Parcel 2:**

All that portion of the following described property lying West of the Union Pacific Railroad right-of-way line:

The Northwest Quarter of the Northwest Quarter (NW1/4 of NW1/4) of Section 14, Township 5 South, Range 69 East of the Mount Diablo Base and Meridian, Lincoln County, Nevada.

TOGETHER WITH Water Certificate Number 9398 under Application Number 28632, all Springs and Water that are appurtenances hereto.