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Peter O. Jasen	
7582 Las Vegas Blvd South, #155	
Las Vegas, NV 89123	

**DEED OF TRUST WITH ASSIGNMENT OF RENTS  
Water Rights**

THIS DEED OF TRUST, herein called "Deed of Trust", is made this 2<sup>nd</sup> day of January 2019, between, **RAINBOW LAND & CATTLE COMPANY LLC**, a Nevada limited liability company, whose address is P. O. Box 1030, Caliente, NV 89008 (herein called "**Trustor**"), **COW COUNTY TITLE CO.**, a Nevada Corporation, whose address is 123 Main St. Pahrump, NV 89048 (herein called "**Trustee**"), and **PETER O. JASEN**, an individual whose address is 7582 Las Vegas Blvd. South, #155, Las Vegas, NV 89123 (herein called "**Beneficiary**"), as follows:

**WITNESSETH:**

That Trustor irrevocably grants to Trustee in trust, with power of sale, all interest of Trustor in that certain property ("**Property**") situate in Lincoln County, State of Nevada, more particularly described as follows:

**See Exhibit "A" attached hereto and by reference made a part hereof for complete legal description.**

TOGETHER WITH, the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, subject, however, to the right of Beneficiary, during any period of default hereunder, and without waiver of such default, to collect said rents, issues and profits by any lawful means, and to apply the same, less costs and expenses of collection, to any indebtedness secured hereby.

FOR THE PURPOSE OF SECURING: (1) payment the of that certain promissory note dated January 18, 2008 made by Trustor, payable to order of the Beneficiary, including and subject to all extensions, renewals, and amendments thereof, and agreements appertaining, signed by the Trustor and Beneficiary (herein called the "**Note**"); and (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein.

**AND THIS INDENTURE FURTHER WITNESSETH:**

1. Trustor agrees to properly care for the Property and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, ordinances and regulations relating to any alterations or improvements made thereon; not to commit or permit any waste thereof; not to commit, suffer, or permit any act to be done in or upon the Property in violation of any law, covenant, condition, or restriction affecting the Property, all in a timely and proper manner, which from the character or use of the Property, may be reasonably necessary.
2. Any award of damages in connection with any condemnation for public use of, or injury to the Property, or any part thereof, is hereby assigned and, until the Note is paid, shall be paid to Beneficiary, who may apply or release such moneys received by him.
3. Trustee shall be under no obligation to notify any party hereto of any pending sale of the Property, whether such sale is by foreclosure or otherwise, or of any action or proceeding in which Trustor or Beneficiary or Trustee shall be a party, unless brought by Trustee.
4. At any time, and from time to time, without liability therefor and without notice to Trustor, upon written request of Beneficiary and presentation of this Deed of Trust and the Agreement secured hereby for endorsement and without affecting the personal liability of any person for performance of the Agreement secured hereby or the effect of this Deed of Trust upon the remainder of the Property, Trustee may reconvey any part of the Property or join in any extension agreement or subordination agreement in connection herewith.
5. Upon receipt of written request from Beneficiary that the Agreement secured hereby has been performed and upon the surrender of this Deed of Trust and the Agreement secured hereby to Trustee for cancellation and retention, or such other disposition as Trustee, in its sole discretion, may choose, and upon payment of its fees, the Trustee shall reconvey, without warranty, the Property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto".
6. Should Trustor default in any term, covenant or condition of the Agreement secured hereby, or in the performance of any of the covenants and agreements herein contained or incorporated herein by reference, Beneficiary may proceed to exercise the remedies herein provided and pursuant to the Nevada Revised Statutes as follows:
  - a. Should default be made by Grantor in payment of any indebtedness secured hereby and/or in performance of any agreement herein, then Beneficiary may declare all sums secured hereby immediately due by delivery to Trustee of a written declaration of default and demand for sale, and of written notice of default and election to cause the Property to be sold (which Trustee shall cause to be filed for record) and shall surrender to Trustee this Deed of Trust, the notes and all documentation evidencing any amount secured hereby.
  - b. After three (3) months shall be elapsed following recordation of such notice of default, Trustee may sell the Property at such time and at such place in the State of Nevada as the Trustee, in its sole discretion, shall deem best to accomplish the objects of this Deed of Trust, having first given notice of such sale as then required by law. Place of sale shall be on the front steps of the Lincoln County Courthouse, Pioche, Nevada.

- c. The Trustor of the Property herein waive any and all other demands or notices as condition precedent to sale of the Property.
  - d. Trustee may postpone sale of all, or any portion, of the Property by public announcement at the time fixed by said notice of sale and may thereafter postpone said sale from time to time by public announcement at the time previously appointed.
  - e. At the time of sale so fixed, Trustee may sell the Property so advertised or any part thereof, either as a whole or in separate at its sole discretion, at public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale, and shall deliver to purchaser, a deed conveying the Property so sold, but without covenant or warranty, express or implied, Grantor hereby agrees to surrender, immediately and with demand, possession of the Property to such purchaser.
7. Trustee shall apply the proceeds of any such foreclosure sale to payment of, expenses of sale and all charges and expenses of Trustee and of this Deed of Trust, including cost of evidence of title and Trustee's fee in connection with sale, all sums expended under the terms hereof, not then repaid, with accrued interest at the rate of five percent (5%) per annum, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.
  8. This Deed of Trust ("**Additional Collateral**") is in addition to that certain other deed of trust (herein called "**Other DoT**") to other property recorded January 30, 2008 in Book 239 of Official Records, page 66 as File No. 130944, Lincoln County, Nevada, to secure the payment of the Note. This Deed of Trust may be foreclosed only: (i) upon the prior foreclosure of the Other Deed of Trust; and (ii) in event that there shall be remaining a balance owing on the Note after foreclosure of the Other Deed of Trust; provided that, nothing herein shall affect the Beneficiary's rights to payment upon the Note in accordance with its provisions and as a result of either sale, refinance, or transfer by the Trustor of all or a portion of the Property.
  9. Covenants No. 1, 3, 4 (interest 12%), 5, 6, 7 (counsel fees – a reasonable percentage), 8 and 9 of Nevada Revised Statutes 107.030 are hereby adopted and made a part of this Deed of Trust.
  10. Trustor 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.
  11. 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. It is expressly agreed that the Trust created hereby is irrevocable by Trustor.
  12. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged by Trustor, is made of public record as provided by law, reserving, however, unto the Trustee, the right to resign from the duties and obligations imposed herein whenever Trustee, in its sole discretion, deems such resignation to be in the best interest of the Trustee. Written notice of such resignation shall be given to Trustor and Beneficiary.



**EXHIBIT "A"**

**Water Rights**

Permit No. 29338, Certificate No. 3211, as appearing in the records of the Department of Conservation and Natural Resources, Division of Water Resources, Office of the State Engineer, State of Nevada: One Hundred Ninety and 485/1000 (190.485) acre-feet annually ("afa") for irrigation on 38.10 acres of land from a well, except and reserving Ninety-five and 25/100 (95.25) afa for irrigation from said well.

