

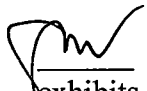
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003-230-03; 003-230-013;
003-230-015; 003-230-016;
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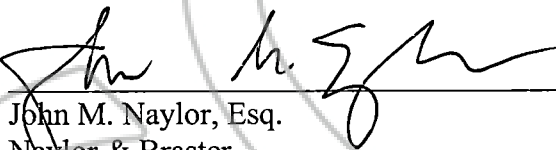
OFFICIAL RECORD
AMY ELMER, RECORDER

DEED OF TRUST WITH ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

Affirmation Statement

 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)


John M. Naylor, Esq.
Naylor & Braster
1050 Indigo Drive, Suite 200
Las Vegas, NV 89145
T: (702) 420-7000
jnaylor@nblawnv.com
Attorneys for Adriana Brackenbury

Grantees address and mail tax statement:

Ms. Adriana Brackenbury
P.O. Box 242
Caliente, NV 89008

APN: 003-230-02;
003-230-03; 003-230-013;
003-230-015; 003-230-016;
003-230-017

**MAIL TAX STATEMENTS AND
WHEN RECORDED RETURN TO:**

Ms. Adriana Brackenbury
c/o John M. Naylor, Esq.
Naylor & Braster
1050 Indigo Drive, Suite 200
Las Vegas, NV 89145

**DEED OF TRUST WITH ASSIGNMENT OF LEASES AND RENTS, SECURITY
AGREEMENT AND FIXTURE FILING**

THIS DEED OF TRUST, made this 11th day of February 2021, by and between 3J Cattle LLC, a Nevada limited liability company, whose business address is P.O. Box 749, Caliente, Nevada 89008, herein called "Trustor," Cow County Title Co., whose business address is 328 Main Street, Pioche, NV 89043, herein called "Trustee," and Adriana Brackenbury, an individual, whose address is 169 North Gunlock Road, Gunlock, Utah 84733. herein called "Beneficiary."

WITNESSETH:

Trustor does hereby grant, bargain and convey unto Trustee, in trust, with power of sale, all that certain real property together with all appurtenances including, without limitation, all water rights, described as follows (the "Property"):

See Exhibit A

TO HAVE AND TO HOLD the same unto the Trustee, its successors and assigns, for the purpose of securing:

1. Performance of each agreement of Trustor contained in this Deed of Trust;
2. Payment of the indebtedness evidenced by one Promissory Note dated February 1, 2021, in the maximum principal sum of ONE MILLION FOURTEEN THOUSAND TWO HUNDRED TWENTY-FOUR AND 00/100 DOLLARS (\$1,014,224.00) and payable by Trustor to Beneficiary or order (the "Note") and all advancements and future advancements made pursuant thereto, and this Deed of Trust shall be governed by the applicable

provisions of NRS 106.300 to 106.400, as those provisions may be amended, from time to time;

3. Payment of all amounts due and owing, and any interest on any amounts arising under the Note, this Deed of Trust, or any other advancement or cost paid by Beneficiary in its sole discretion to protect their position in this Deed of Trust, including, without limitation, real or personal property taxes, fees, charges, assessments, or any amounts reflected in a lien filed or recorded against the Property, and without further limitation, other sums with interest thereon becoming due or payable under the provisions of this Deed of Trust to either Trustee or to Beneficiary;

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 this Deed of Trust executed and acknowledged at a time when the maker thereof is the only or one of the fee owners of record of the Property.

Trustor further covenants and agrees as follows:

1. Trustor shall pay when due all claims for labor performed and materials furnished for any construction, alteration or repair on the Property, comply with all laws affecting the Property or relating to any alterations or improvements that may be made on it. Trustor shall not commit or permit waste on the Property and shall not commit, suffer or permit any acts upon the Property in violation of any law, covenant, condition or restriction affecting the Property. Trustor shall keep the Property in good condition and repair and shall not remove or demolish any building or other improvements on the Property. Trustor shall complete or restore promptly and in good and workmanlike manner any building or other improvements that may be constructed, damaged or destroyed on the Property.
2. Trustor shall provide, maintain and deliver to Beneficiary property, casualty and liability insurance with extended coverage endorsement insuring any and all improvements upon the Property in a company satisfactory to Beneficiary. Coverage shall be in the minimum amount of \$1,000,000 per occurrence and an aggregate amount of \$2,000,000. The policies shall be payable, in case of loss, to Beneficiary. Beneficiary may procure such insurance and may pay and expend for premiums for such insurance such sums of money as Beneficiary may deem necessary. Such insurance shall be written with replacement cost endorsement and shall be in the amount of not less than three times the Lincoln County Assessor's assessed value of the Property as of the date hereof.
3. The following covenants, Nos. 1, 3, 4 (interest at five percent per annum (5.00%)), 5, 6, 7 (counsel fees one percent (1.00%)), 8 and 9 of the Nevada Revised Statutes 107.030 are hereby adopted and made a part of this Deed of Trust.
4. Should Trustor fail to make any payment under the Note or to do any act provided in this Deed of Trust, then Beneficiary or Trustee, without obligation to do so, and with notice to or demand upon Trustor, and without releasing Trustor from any obligation hereof, may:
 - (a) make or do the same in such manner and to such extent as either may deem necessary to protect the security of this Deed of Trust, Beneficiary or Trustee being authorized to enter upon the Property for such purposes;
 - (b) appear in and defend any action or

proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; (c) pay, purchase, contest or comprise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior to this Deed of Trust; and (d) in exercising any such power, pay necessary expenses, employ counsel and pay his reasonable fees.

5. Trustor shall pay all reasonable costs, charges and expenses, including attorney fees, reasonably incurred or paid at any time by the Beneficiary, because of the failure on the part of the Trustor to perform, comply with, and abide by each and every stipulation, agreement, condition, and covenant of this Deed of Trust and any promissory note or other obligation secured by this Deed of Trust.
6. 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 shall be paid to Beneficiary. The condemnation award shall be applied by the Beneficiary to the indebtedness secured hereby in such order as the Beneficiary may determine, and when such indebtedness has been satisfied, the balance of such award shall be released to the Trustor.
7. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive the right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
8. Trustor hereby assigns to the Trustee any and all rents, issues and profits of the Property and hereby authorizes the Trustee, without waiving or affecting the right to foreclosure or any other right hereunder, to take possession of the Property, or any part thereof, and to rent the Property for the account of the Trustor and to sue for or otherwise collect said rents, issues and profits, including those past due and unpaid, and apply the same, less the cost and expenses of operation and collection, including reasonable attorney fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine at Beneficiary's sole discretion. However, Trustor reserves the license to, prior to any default by Trustor in the payment of any indebtedness secured by this Deed of Trust, or in the performance of any agreement herein or secured hereby, to collection and retain such rents, issues and profits.
9. The entering upon and taking possession of the Property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of the property, and the application or release thereof as provided above, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
10. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of repayment of the indebtedness or any part thereof secured hereby. The Beneficiary may, without notice to or consent of Trustor, extend the time of payment or change any of the other terms and conditions of an indebtedness owed to Beneficiary by any successor in interest of the Trustor, without discharging the Trustor

from any liability on any indebtedness owed by Trustor to Beneficiary or any liability or obligation of Trustor pursuant to this Deed of Trust.

11. 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.
12. 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 or notes secured hereby to the Trustee for cancellation and retention upon payment of its fees, the Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this Deed of Trust or any matters or facts therein shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as the "person or persons legally entitled thereto."
13. It is expressly agreed that the trusts created hereby are irrevocable by the Trustor.
14. The benefits of the covenants, terms and conditions and agreements herein contained shall accrue to, and the obligations hereof shall bind the heirs, representatives, successors and assigns of all the parties hereto and the Beneficiary hereof. Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all other genders; and the term, "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof, whether by operation of law or otherwise.
15. The parties intend for this Deed of Trust to create a lien on and security interest in all of Trustor's right, title and interest in and to all improvements now or hereafter located on the real Property, including without limitation, water rights and permits and any appurtenances related to or used in connection with making beneficial use of the water.
16. If Trustor sells any portion of the Property to a bona fide purchaser for fair market value, Trustor shall pay to Beneficiary fifty percent (50%) of the total sales price at the closing of the sale, and Adriana shall execute and deliver a partial release. Those amounts paid pursuant to this paragraph 16 shall be credited against any amounts due and owing under the Note. If, at any time during the term of the Note, Trustor sells either in one transaction or several transactions over time, more than fifty percent (50%) of the Property measured by area, the outstanding balance under the Note will become immediately due and payable without notice to Trustor.
17. Trustor understands that water rights in Nevada are managed by the Nevada Division of Water Resources and that is an additional obligation of Trustor under this Deed of Trust to keep and preserve all water rights in good standing at all times during the term and pendency of this Deed of Trust. Trustor shall use its best efforts to put the water rights to beneficial use at all times and shall file all reports; logs, and other information requests or filings, with the Nevada Division of Water Resources in a timely, non-delinquent manner and shall provide a copy of all such filings, reports, logs and other information requests

including a “received by date stamped copy from the Division of Water Resources, to Beneficiary on or before the date any such report, log, or other information request was due. Any failure to comply with this provision shall constitute an immediate event of default and entitle Beneficiary to commence a trustee sale action.

Trustor hereby authorizes Beneficiary to file one or more financing statements and such other documents as Beneficiary may from time to time require to perfect or continue the perfection of Beneficiary’s security interest in any Property, rents or leases. Trustor shall pay all fees and costs that Beneficiary may incur in filing such documents in public offices and in obtaining such record searched as Beneficiary may reasonably require. If Trustor fails to execute any financing statements or other documents for the perfection or continuation of any security interest, Trustor hereby appoints Beneficiary as its true and lawful attorney-in-fact (which appointment is irrevocable and coupled with an interest) to execute any such documents on its behalf. If any financing statement or other document is filed in the records normally pertaining to personal property, that filing shall never be construed as in any way derogating from or impairing this Deed of Trust or the rights or obligations of the parties under it.

18. This Deed of Trust constitutes a financing statement filed as a fixture filing under NRS 104.9502 of the Nevada Uniform Commercial Code, as amended or recodified from time to time, covering domestic and irrigation wells and related equipment located on the Property that now is or later may become fixtures attached to the Property. In connection therewith, the addresses of Trustor, as debtor, and Beneficiary, as secured party, are as set forth in on the first page of this Deed of Trust. The foregoing address of Beneficiary, as secured party, is also the address from which information concerning the security interest may be obtained by any interested party. The property subject to this fixture filing is described in Section 15, above. Portions of the Property subject to this fixture filing as identified in this Section are or are to become fixtures related to the Property.
19. This Deed of Trust may not be assumed by any buyer from Trustor. Any attempted transfer of any interest in the Property (including, but not limited to possession or the granting of another deed of trust or other security interest in the Property) will constitute a default and Beneficiary may accelerate the entire balance of the indebtedness.
20. Any notices sent pursuant to any provision of this Deed of Trust shall be sent U.S. mail, certified, return receipt requests to the following parties at the indicated addresses:

(i) To Trustor:
3J Cattle LLC
P.O. Box 749
Caliente, NV 89008

(ii) To Beneficiary:
Ms. Adriana Brackenbury
P.O. Box 242
Caliente, NV 89008

With a copy to:

John M. Naylor, Esq.
Naylor & Braster
1050 Indigo Drive, Suite 200
Las Vegas, NV 89145

(iii) To Trustee:
Cow County Title Co.
328 Main Street
Pioche, NV 89043

IN WITNESS WHEREOF, the Trustor has caused this Deed of Trust to be executed as of the day and year first above written.

TRUSTOR:
3J CATTLE LLC, A NEVADA LIMITED
LIABILITY COMPANY

By: [Signature]
Name: Jared Brackenbury
Title: Owner

STATE OF NEVADA
COUNTY OF ~~CLARK~~
Lindero

THE FOREGOING INSTRUMENT was acknowledged before me this 11th day of February ~~January~~ 2021, by Jared Brackenbury as managing member of 3J Cattle LLC, a Nevada limited liability company on behalf of such entity, who is either (CHECK WHERE APPLICABLE) personally known to me, or has produced a _____ driver's license as identification.

Print name: Betsy Comella
NOTARY PUBLIC
My Commission Expires: 11-24-24



EXHIBIT A

Legal Description of Real Property (attached)

AND

Water Rights

Water Rights:

CERTIFICATE Nos. 7554, 14438, 9286, 16180, 16181

APP/PERMIT Nos. 86000, 86001, 86002, 86833. 90169, 90170, 90171. 90172

COPY

EXHIBIT A
Legal Description

Parcel 1:

Parcel Two (2) as shown by Map of Division into Large Parcels for Lom Thompson, recorded February 27, 1996 as Doc. No. 1996-104837 in Book "A" of Maps, Page 476, in the office of the County Recorder, Lincoln County, Nevada.

EXCEPTING THEREFROM any portion lying within the U.P. Railroad right-of-way now abandoned and the Meadow Valley Irrigation Company facilities.

Parcel 2:

Parcel Two (2) as shown by parcel map for 3J Cattle, LLC, first recorded on May 23, 2019 as Document No. 2019-156277 of Official Records in the office of the County Recorder, Lincoln County, Nevada.

EXCEPTING THEREFROM any portion lying within the U.P. Railroad right-of-way now abandoned and the Meadow Valley Irrigation Company facilities.

Parcel 3:

Parcel One (1) as shown by parcel map for 3J Cattle, LLC, recorded May 23, 2019 as Document No. 2019-156277 of Official Records in the office of the County Recorder, Lincoln County, Nevada.

EXCEPTING THEREFROM any portion lying within the U.P. Railroad right-of-way now abandoned and the Meadow Valley Irrigation Company facilities.

Parcel 4:

The Northeast Quarter of the Southwest Quarter (NE1/4 of SW1/4) of Section 28, Township 3 South, Range 67 East of the Mount Diablo Base and Meridian, Lincoln County, Nevada.

AND

Parcel Two (2) as shown by Parcel Map for Lom Thompson, recorded December 2, 1996 as Doc. No. 106560 in Book "B" of Maps, Page 10 in the office of the County Recorder, Lincoln County, Nevada.

EXCEPTING FROM the above-described properties any portion lying within the U.P. Railroad right-of-way now abandoned and the Meadow Valley Irrigation Company facilities.

Parcel 5:

The East Half of the Southeast Quarter (E1/2 of SE1/4); and the South Half of the Southwest Quarter of the Southeast Quarter (S1/2 of SW1/4 of SE1/4) of Section 21, Township 3 South, Range 67 East of the Mount Diablo Base and Meridian, Lincoln County, Nevada.

EXCEPTING THEREFROM any portion lying within the U.P. Railroad right-of-way now abandoned and the Meadow Valley Irrigation Company facilities.

Parcel 6:

Parcel Three (3) as shown by parcel map for 3J Cattle, LLC, recorded June 18, 2019 as Document No. 2019-156634 of Official Records in the office of the County Recorder, Lincoln County, Nevada.

EXCEPTING THEREFROM any portion lying within the U.P. Railroad right-of-way now abandoned and the Meadow Valley Irrigation Company facilities.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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For reference only:
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