

LINCOLN COUNTY, NV

2022-162804

\$37.00

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07/19/2022 11:23 AM

WESTERN TITLE LAS VEGAS

Pgs=5 AK

OFFICIAL RECORD

AMY ELMER, RECORDER

APN# : 012-170-02

Recording Requested By:

Western Title Of Southern
Nevada LLC

Escrow No.: 5240WLV

When Recorded Mail To:

C. Pete Peterson & Beverly
Peterson

PO Box 624

Panaca, NV

89042

(space above for Recorder's use only)

Deed of Trust

This page added to provide additional information required by NRS 111.312
(additional recording fee applies)

DEED OF TRUST

THIS DEED OF TRUST, Made this 13th day of July, 2022

BETWEEN Fort Grover LLC, a Nevada limited liability company

Whose address is: 6123 Dry Valley Road, Pioche, NV 89043, and Western Title Company herein called TRUSTEE, AND

C. Pete Peterson and Beverly Peterson, husband and wife

Whose address is: PO Box 624, Panaca, NV 89042

herein called BENEFICIARY,

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST WITH POWER OF SALE, that property in the County of Canyon, State of Idaho, described as follows and containing not more that forty acres:

See Exhibit "A" attached hereto and made a part hereof for legal description

If the Grantor hereof sells, conveys, or alienates the property described herein or any part thereof or any interest therein, any indebtedness or obligation secured hereby (irrespective of the maturity date expressed herein at the option of the Beneficiary and without demand or notice shall immediately become due and payable.

TOGETHER WITH rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits, for the purpose of securing payment of the indebtedness evidenced buy a promissory note, of even date herewith, executed by Grantor in the sum of Two Hundred Ninety Thousand and No/100 Dollars, (\$ 290,000.00), final payment due August 1, 2042 and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums of the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor 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 therefore; 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 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 Grantor. 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.
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

B. It is mutually agreed that:

1. 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 monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
2. 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.
3. At any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of the Deed of Trust and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map of plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this Deed of Trust of any matter 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".
5. As additional security, Grantor 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 Grantor the right, prior to any default by grantor 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 default hereunder or invalidate any act done pursuant to such notice.
6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.
Notice of sale having been as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, 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 such in lawful money of the United States, payable at the time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, 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 and reasonable counsel fees 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 highest lawful rate permissible under Idaho law; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.
Notwithstanding any other provisions hereof or of any other agreement between the parties hereto, under no circumstances shall the amount paid or agreed to be paid to such beneficiary for the use, forbearance or detention of money exceed the highest lawful rate permissible, and if a court of competent jurisdiction shall determine that the performance of any provision hereof or thereof shall result in payment of amount in excess thereof, then such provision shall be deemed appropriately modified to the extent necessary to reduce such amount to that not in excess of such rate, and any excess amount theretofore received shall be deemed applied to the principal amount of the debt.
7. This Deed 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 holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or the singular number includes the plural.
8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.
9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.
10. Request is hereby made that a copy of any Notice of Default and a copy of an Notice of Sale hereunder be mailed to the grantor at his address herein before set forth.

Fort Grover LLC, a Nevada limited liability company

BY: 

William Mathews, authorized signatory
William Mathews, authorized signatory

State of Idaho ,

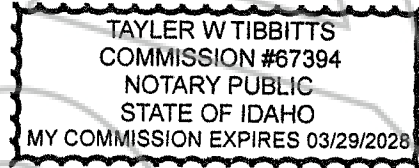
Ada County, ss.

On this 13th day of July, in the year of 2022, before me the undersigned Notary Public in and for said State, personally appeared William Matthews, known or identified to me to be the authorized signatory, of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.



Residing at: Kona, ID

My Commission Expires: 3/29/2028



TAYLER W TIBBITTS
COMMISSION #67394
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 03/29/2028

EXHIBIT "A"

Situated in the County of Lincoln and State of Nevada described as follows:

A parcel of land situated in the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 8, Township 2 South, Range 68 East, M.D.B. & M., being further described as follows:

Beginning at the Northwest Corner (1) from which the Quarter (1/4) corner common to Sections 7 and 8 of said subdivision bears South 0 degrees 22' 12" East a distance of 237 feet;
thence South 85 degrees 35' 42" East to the Northeast corner (2) 113 feet;
thence along the right of way of Nevada State Highway 93, bearing South 2 degrees 58' 30" West (bearing established from Highway Dept. Map) to the Southeast corner (3) a distance of 392 feet;
thence South 89 degrees 53' 36" West to the Southwest corner (4) a distance of 89 feet;
thence North 0 degrees 22' 12" West to the point of beginning a distance of 400 feet.

Note: The above metes and bounds legal description appeared previously in that certain document recorded May 08, 1998 in Book 134, Page 297 as Instrument No. 110938.

APN: 012-170-02