

APN: 006-301-58



OFFICIAL RECORD
AMY ELMER, RECORDER

After recording, please return to:

Arthur Mick & Lynn Lloyd
12347 Eagle Street
HC 74 Box 190,
Pioche, Nevada 89043

Mail Tax Statements to: N/A

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The undersigned affirms that
this document does not contain
a social security number per
NRS 239B.030.

Grantor:

Kylee Gloeckner

Kori Cole

HC 74 Box 237

2941 Eagle Valley Road

Pioche, NV 89043

Trustee:

Stewart Title Company

1539 Ave. F, Suite 1

Ely, Nevada 89301

Beneficiary:

Arthur Mick & Lynn Lloyd

12347 Eagle Street

HC 74 Box 190

Pioche, Nevada 89043

DEED OF TRUST

THIS DEED OF TRUST, made this 29th day of February, 2024, by and between **Kylee Gloeckner and Kori Cole**, as joint tenants with right of survivorship, hereinafter called "Grantors," and **Stewart Title Company**, as Trustee, and **Arthur Mick and Lynn Lloyd**, husband and wife, hereinafter called "Beneficiary," it being specifically understood that any and all references to the words "Grantor" and "Beneficiary" shall include the masculine, feminine,

and neuter genders, and singular and plural, as indicated by the context and number of parties hereto:

W I T N E S S E T H:

That Grantor hereby grants, transfers and assigns to the Trustee in trust, with power of sale, all of the following described real property situate in the County of Lincoln, State of Nevada, and more particularly described as follows:

A tract of land containing approximately 120 acres, referenced as Parcel B as shown by the Map thereof recorded June 7, 2022, as Instrument Number 2022-162547, commonly known as "The Pioche Flat," and being more particularly described as follows:

The SW1/4, NW1/4, NE1/4, of the NE1/4 of Section 12, Township 1 North, Range 67 East, M.D.M.

Assessor's Parcel Number: 006-301-58

TOGETHER WITH all buildings and improvements situate thereon.

TOGETHER WITH the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, including any USDI-BLM Grazing Permits, associated USDI-BLM Grazing Preferences, USDI-BLM Permitted Use, and public land range improvements within the following Allotments, and any water rights appurtenant to:

- N4/N5 Allotment (#NV01049), Caliente Field Office, Ely District, Nevada, Bureau of Land Management ("BLM"), to the extent of 86 Animal Unit Months (AUMs) of Permitted Use, of which 48 AUMs are Active Use and 38 AUMs are Suspended Use;
- Simpson Allotment (#NV21004), Caliente Field Office, Ely District, Nevada, Bureau of Land Management ("BLM"), to the extent of 116 Animal Unit Months (AUMs) of Permitted Use, of which 93 AUMs are Active Use and 23 AUMs are Suspended Use;
- Wilson Creek, Dry Lake Valley Use Area, Allotment (#NV01201), Bristlecone Field Office, Ely District, Nevada, Bureau of Land Management ("BLM"), to the extent of 902 Animal Unit Months (AUMs) of Permitted Use, of which 530 AUMs are Active Use and 372 AUMs are Suspended Use; and
- Wilson Creek Allotment (#NV01201), Bristlecone Field Office, Ely District, Nevada, Bureau of Land Management ("BLM"), to the extent of 2,052

Animal Unit Months (AUMs) of Permitted Use, of which 1,702 AUMs are Active Use and 350 AUMs are Suspended Use.

SUBJECT to any and all exceptions, reservations, restrictions, restrictive covenants, assessments, easements, rights and rights-of-way existing or of record.

TO HAVE AND TO HOLD the same unto said Trustee and its successors, in trust, to secure the performance of the following obligations, and payment of the following debts:

ONE: Payment of an indebtedness evidenced by a certain Promissory Note dated February 29, 2024, in the principal amount of five-hundred and thirty-three thousand dollars (\$533,000) with interest thereon, expenses, attorney fees and other payments therein provided, executed and delivered by the Grantor payable to the Beneficiary on order, and any and all extensions or renewals thereof.

TWO: Payment of such additional amounts as may be hereafter loaned by the Beneficiary to the Grantor, or any successor in interest of the Grantor, with interest thereon, expenses and attorney fees, and any other indebtedness or obligation of the Grantor to the Beneficiary.

THREE: Payment of all other sums with interest thereon becoming due or payable under the provisions hereof to either Trustee or Beneficiary.

FOUR: Payment, performance and discharge of each and every obligation, covenant, promise and agreement of Grantor herein or in said Note contained, and of all renewals, extensions, revisions and amendments of the above-described Note and any other indebtedness or obligation secured hereby.

To protect the security of this Deed of Trust, it is agreed as follows:

1. The Beneficiary has the right to record notice that this Deed of Trust is security for the additional amounts and obligations not specifically mentioned herein, but which constitute indebtedness of obligations of the Grantor for which the Beneficiary may claim this Deed of Trust as security.

2. The Grantor shall keep the property herein described in good condition, order and repair; shall not remove or demolish any buildings, fixtures, improvements or landscaping thereon or hereafter placed or constructed thereon; shall not commit or permit any waste or deterioration of the land, buildings and improvements; and shall not do nor permit to be done anything which shall impair, lessen, diminish or deplete the security hereby given.

3. The following covenants, Nos. 1, 2 (replacement value), 3, 4 (interest three percent (3.0%)), 5, 6, 7 (reasonable), 8, and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust. In connection with Covenant No. 6, it shall be deemed to include and

apply to all conditions, covenants and agreements contained herein in addition to those adopted by reference, and to any and all defaults or deficiencies in the performance of this Deed of Trust.

4. All payments secured hereby shall be paid in lawful money of the United States of America.

5. The Beneficiary and any persons authorized by the Beneficiary shall have the right to enter upon and inspect the premises at all reasonable times.

6. If default be made in the performance or payment of the obligations, note or debt secured hereby, or in the performance of any of the terms, conditions and covenants of the Deed of Trust, or the payment of any sum or obligation to be paid hereunder, or upon the occurrence of any act or event of default hereunder, and such default is not cured within **thirty-five (35)** days after written notice of default and of election to sell said property given in the manner provided by NRS 107.080 as in effect on the date of this Deed of Trust, Beneficiary may declare all notes, debts and sums secured hereby or payable hereunder immediately due and payable although the date of maturity has not yet arrived.

7. In case of condemnation of the property subject hereto, or any part thereof, by paramount authority, all of any condemnation award to which the Grantor shall be entitled, less costs and expenses of litigation, is hereby assigned by the Grantor to the Beneficiary, to the extent the Beneficiary is entitled thereto, who is hereby authorized to receive and receipt for the same, and apply such proceeds as received toward the payment of the indebtedness hereby secured, whether due or not.

8. The Promissory Note dated February 29, 2024, secured by this Deed of Trust is made a part hereof as if fully herein set out. It is expressly understood that the Promissory Note contains a pre-payment penalty provision.

9. The rights and remedies herein granted shall not exclude any other rights or remedies granted by law, and all rights or remedies granted hereunder or permitted by law shall be concurrent and cumulative.

10. All the provisions of this instrument shall inure to and bind the heirs, legal representatives, successors and assigns of each party hereto respectively as the context permits. All obligations of each Grantor hereunder shall be joint and several.

11. Any notice given to Grantor under Section 107.080 of NRS in connection with this Deed of Trust shall be given by registered or certified letter to the Grantor addressed to the address set forth above, or at such substitute address as Grantor may direct in writing to Beneficiary and such notice shall be binding upon the Grantor and all assignees or grantees of the Grantor.

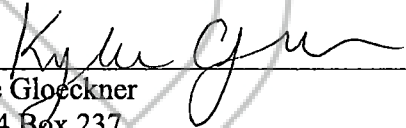
12. It is expressly agreed that the trusts created hereby are irrevocable by the Grantor.

13. The waiver by the Beneficiary of any default or breach of any of the provisions, covenants or conditions hereof on the part of the Grantor to be kept and performed shall not be a waiver of any preceding or subsequent default or breach of the same or any other provision, covenant or condition contained herein.


14. In the event Grantor shall sell, convey or alienate said property or any part thereof, or any interest therein, or shall be divested of their title or any interest therein in any manner or way, whether voluntary or involuntary, without the written consent of Beneficiary being first had and obtained, Beneficiary shall have the right, at their option, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

IN WITNESS WHEREOF, the Grantor has executed these presents the day and year first hereinabove written.

GRANTOR: Kylee Gloeckner & Kori Cole



Kylee Gloeckner
HC 74 Box 237
2941 Eagle Valley Road
Pioche, NV 89043



Kori Cole
HC 74 Box 237
2941 Eagle Valley Road
Pioche, NV 89043

STATE OF NEVADA)
) ss
COUNTY OF LINCOLN)

On this 21st day of February, 2024, before me, a notary public, personally appeared Kylee Gloeckner and Kori Cole, who proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument, the persons or entity upon behalf of which persons acted, executed the instrument.





NOTARY PUBLIC IN AND FOR
THE STATE OF NEVADA