

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 26 day of July, 1965, by and between LELAND VERL QUAINANCE and ELLA M. QUAINANCE, husband and wife, of Eureka County of the State of Nevada, hereinafter called the "Grantor", and T. J. CAVIGLIA and H. G. LATHROP, of the County of White Pine, State of Nevada, hereinafter called the "Trustees", and T. AND G. MOTOR SERVICE, INC., a Nevada Corporation, hereinafter called the "Beneficiary";

WITNESSETH:

The Grantor hereby grants, bargains, sells and conveys to the Trustees for the purpose of securing performance of the agreements herein, the following described real property, together with the buildings, structures and improvements thereon and everything appurtenant thereto, together with all rents, issues and profits of said premises, situate in the State of Nevada, to-wit:

Mount Diablo Meridian, Nevada. T. 21 N.,  
R. 53 E., Sec. 18, E $\frac{1}{2}$ , containing 320 acres.

In trust nevertheless, to secure to the above named Beneficiary, the payment of \$15,600.00, together with interest thereon at 7% per annum; said interest and principal to be paid according to the terms, conditions and tenor of a promissory note made by the Grantor to the Beneficiary for said sum, said note being of even date herewith; and also to secure the payment of all other moneys herein agreed or provided to be paid by the said Grantor, or which may be paid out or advanced by the Beneficiary or Trustees, whether such payments or advancements are made under the provisions of this instrument or otherwise, with the interest in each case; and also the payment of all advancements or renewals of the aforesaid note, or any indebtedness secured by this Deed of Trust.

TOGETHER WITH ALL AND SINGULAR, the tenements, hereditaments and appurtenances thereunto belonging, or therewith had and enjoyed, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, the said premises, together with the appurtenances, unto the said Trustees and to their heirs, successors and assigns for the uses and purposes therein mentioned.

THIS DEED OF TRUST shall be security for all indebtedness not otherwise herein provided for that may hereafter during the continuance of this Deed of Trust be due, owing and existing from the said Grantor to the said Beneficiary.

The following covenants, Nos. 1; 2 (Insurance), \$15,600.00; 3; 4 (Interest) 7% per annum; 5; 6; 7 (Attorney's Fee) 10%; 8 and 9 of NRS 107.030, are hereby adopted and made a part of this Deed of Trust.

Said Grantor, in consideration of the premises, hereby covenants and agrees that neither the acceptance nor existence, now or hereafter, of other security for the indebtedness secured hereby, nor the release thereof, shall operate as a waiver of the security of this Deed of Trust, nor shall this Deed of Trust, nor its satisfaction, nor a reconveyance made thereunder, operate as a waiver of any such other security now held or hereafter acquired.

Said Grantor further covenants and agrees that he will, during the life of this Deed of Trust, keep the buildings, structures and improvements situate and being upon the above described real property in as good a state of repair as the same now are, and that in the event that the said Grantor makes any alterations or improvements in or upon or to the structures and buildings situate on the above described premises, that the said Beneficiary shall be pro-

1 tected from any mechanics' liens of any kind whatsoever either for work and  
 2 labor done or performed or materials furnished, and to that end the said Gran-  
 3 tor hereby agrees to file a Notice of non-responsibility in accordance with the  
 4 requirements of the statutes of the State of Nevada. It is further understood  
 5 and agreed that the breach of either, any or all of the conditions herein set forth  
 6 shall be sufficient ground for the Beneficiary to proceed to foreclose the said  
 7 Deed of Trust in accordance with the provisions of the statutes of the State of  
 8 Nevada, as in such cases made and provided.

9 The word "Grantor" and the language of this instrument shall,  
 10 where there is more than one Grantor, be construed as plural, and be binding  
 11 on all Grantors, and upon his or their heirs, executors, administrators and as-  
 12 signs.

13 IN WITNESS WHEREOF, the said Grantor has hereunto signed his  
 14 name the day and year first above written.

15 Leland Verl Quaintance  
 16 Leland Verl Quaintance

17 Ellam M. Quaintance  
 18 Ella M. Quaintance

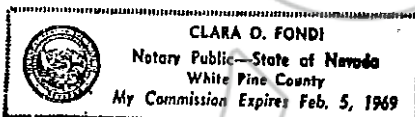
19 State of Nevada, }  
 20 County of White Pine. } ss.

21 On this 26 day of July, 1965, personally appeared before  
 22 me, a Notary Public in and for said County and State, LELAND VERL QUAIN-  
 23 TANCE and ELLA M. QUAINANCE, husband and wife, known to me to be the  
 24 persons described in and who executed the foregoing instrument, who acknowledged  
 25 to me that they executed the same freely and voluntarily and for the uses and  
 26 purposes therein mentioned.

27 IN WITNESS WHEREOF, I have hereunto set my hand and affixed  
 28 my official seal the day and year last above written.

29 Clara O. Fondi  
 30 Notary Public

31 My Commission Expires: 2-5-69



File No. 42244  
 RECORDED AT THE REQUEST OF  
Nevada Bank of Commerce  
July 22 A. D. 19 66  
 at 43 minutes past 3 P. M.  
 in Book 11 of OFFICIAL RECORDS  
 Page 189-190 Records of  
ELUREKA COUNTY, NEVADA  
William D. McVick  
 Recorder Fee \$ 4.15