

DEED OF TRUST

THIS DEED OF TRUST, made this 26TH day of MARCH, 19 62  
by and between CRESCENT VALLEY RANCH & FARMS, A NEVADA CORPORATION, TRUSTOR  
and NEVADA TITLE GUARANTY COMPANY, a corporation organized and existing  
under and by virtue of the laws of the State of Nevada, Trustee for  
FRED KOMP AND FANNY KOMP, HUSBAND AND WIFE AS JOINT TENANTS, BENEFICIARY

W I T N E S S E T H :

That Trustor does hereby grant, bargain, sell, convey and confirm unto Trustee in trust with power of sale, all that certain property in the County of EUREKA, State of Nevada, more particularly described as follows:

Lot 28, Block 9 of CRESCENT VALLEY RANCH & FARMS UNIT NO. 1, AS PER MAP RECORDED IN SAID COUNTY AS FILE No. 34081.

AND, ALSO, all the estate, interest, homestead of other claim, as well in law as in equity, which said Trustor now has or may hereafter acquire in and to said property, together with all easements and rights of way used in connection therewith or as a means of access thereto, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

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

Payment of an indebtedness in the sum of \$ 15,000.00, evidenced by a promissory note of even date herewith, with interest thereon, according to the terms of said note, which note by reference is hereby made a part hereof, executed by Trustor and delivered to Beneficiary, and payable to the order of Beneficiary, and any and all extensions or renewals thereof; payment of such additional sums with interest thereon, as may be hereafter loaned by the Beneficiary to Trustor when evidenced by the promissory note or notes of Trustor; payment of all other sums with interest thereon becoming due or payable under the provisions hereof to either Trustee or to Beneficiary, and the performance and discharge of each and every obligation, covenant and agreement of Trustor herein contained.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: Trustor promises and agrees to pay when due all claims for labor performed and materials furnished for any construction,

alteration or repair upon the above-described premises, to comply with all laws affecting said property or relating to any alterations or improvements that may be made thereon; not to commit or permit waste thereon, not to commit, suffer or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting said property.

SECOND: The following covenants Nos. 1, 3, 4 (interest 10%), 5, 6, 7 (counsel fees 10%), 8 and 9 of Nevada Revised Statutes 107.030 are hereby adopted and made a part of this Deed of Trust.

THIRD: 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.

FOURTH: All the provisions of this instrument shall inure to, apply to, and bind the heirs, executors, successors and assigns of Beneficiary and shall inure to, apply to, and bind the legal representatives, successors and assigns of each of the other parties hereto, respectively. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

FIFTH: Trustor hereby assigns to the Trustee any and all rents of the above-described premises and hereby authorizes Trustee, without waiving or affecting the right of foreclosure or any other right hereunder, to take possession of the premises at any time after there is a default in the payments of said debt or in the performance of any of the obligations herein contained, and to rent the premises for the account of Trustor.

SIXTH: It is hereby expressly agreed that the trust created hereby is irrevocable by Trustor.

SEAL  
Affixed

IN WITNESS WHEREOF, Trustor has hereunto set his hands the day and year first above written.

CRESCENT VALLEY RANCH & FARMS

By: A. Seltzer

PRESIDENT

By: Arthur J. Duperron

ASSISTANT SECRETARY

STATE OF NEVADA )  
COUNTY OF EUREKA ) ss.

ON THIS 5<sup>th</sup> DAY OF APRIL, 1962, PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, A. Z. SELTZER AND ARTHUR J. DUPERRON KNOWN TO ME TO BE THE PRESIDENT AND ASSISTANT SECRETARY OF THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND UPON OATH, DID EACH DEPOSE THAT HE IS THE OFFICER OF SAID CORPORATION AS ABOVE DESIGNATED; THAT HE IS ACQUAINTED WITH THE SEAL OF SAID CORPORATION AND THAT THE SEAL AFFIXED TO SAID INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION; THAT THE SIGNATURES TO SAID INSTRUMENT WERE MADE BY OFFICERS OF SAID CORPORATION AS INDICATED AFTER SAID SIGNATURES; AND THAT THE SAID CORPORATION EXECUTED THE SAID INSTRUMENT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

SEAL  
Affixed

Thurman L. Thacker  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE  
MY COMMISSION EXPIRES JANUARY 15, 1967

PROMISSORY NOTE

\$15,000.00

COVINA, CALIFORNIA

MARCH 26, 1962

FOR VALUE RECEIVED, CRESCENT VALLEY RANCH & FARMS, A NEVADA CORPORATION, PROMISE TO PAY TO THE ORDER OF FRED KOMP AND FANNY KOMP, HUSBAND AND WIFE AS JOINT TENANTS, WITH RIGHT OF SURVIVORSHIP, AT THE OFFICE OF NEVADA TITLE GUARANTY COMPANY, RENO NEVADA, OR AT SUCH OTHER PLACE AS THE LEGAL HOLDER SHALL DESIGNATE IN WRITING, IN COIN OR CURRENCY WHICH AT THE TIME OR TIMES OF PAYMENT SHALL BE LEGAL TENDER FOR THE PAYMENT OF PUBLIC AND PRIVATE DEBTS IN THE UNITED STATES OF AMERICA, THE SUM OF FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00), WITH INTEREST THEREON AT THE RATE OF SIX PERCENT (6%) PER ANNUM FROM THE 5th DAY OF April, 1962, UNTIL FULLY PAID, SAID PRINCIPAL AND INTEREST TO BE PAID IN THE FOLLOWING MANNER:

THE SUM OF \$75.00 ON THE 5th DAY OF May, 1962, AND A LIKE SUM OF \$75.00 ON THE 5th DAY OF EACH AND EVERY CALENDAR MONTH THEREAFTER FOR FOUR MONTHS; THEN THE SUM OF \$166.54 ON THE 5th DAY OF September, 1962 AND A LIKE SUM OF \$166.54 ON THE 5th DAY OF EACH AND EVERY CALENDAR MONTH THEREAFTER UNTIL THE BALANCE OF PRINCIPAL AND INTEREST SHALL BE FULLY PAID. EACH AND EVERY OF SAID INSTALLMENT PAYMENTS SHALL BE APPLIED FIRST TO THE PAYMENT OF INTEREST THEN DUE ON THE DECREASING BALANCES OF THE PRINCIPAL SUM AND THE BALANCE OF EACH AND EVERY OF SAID INSTALLMENT PAYMENTS SHALL THEN BE APPLIED TO THE REDUCTION OF THE PRINCIPAL SUM UNTIL THE SAID PRINCIPAL SUM SHALL BE FULLY PAID.

THIS NOTE IS SECURED BY A DEED OF TRUST OF EVEN DATE HERewith EXECUTED BY THE UNDERSIGNED AS TRUSTORS TO NEVADA TITLE GUARANTY COMPANY AS TRUSTEE FOR PAYEES ABOVE NAMED AS BENEFICIARIES. WE JOINTLY AND SEVERALLY AGREE TO PAY TO NEVADA TITLE GUARANTY COMPANY ALL SUMS THAT MAY BECOME DUE AND OWING TO IT BY REASON OF ITS ACTING AS SUCH TRUSTEE.

The undersigned promise and agree that in case of default in the payment of any instalment of principal and/or interest as provided herein, or in case of failure to perform any covenant in the deed of trust securing this note, or in the event of failure to pay any instalment of principal and/or interest in accordance with the terms of any note secured by a deed of trust having priority over the deed of trust securing this note, or in the event of failure to perform any covenant contained in said prior deed of trust to be performed by the trustor named therein, or in the event that any maker of this note shall make a general assignment for the benefit of creditors or be adjudged a bankrupt, then upon the happening of any one of such events the whole sum of principal and interest which shall then remain unpaid shall become forthwith due and payable although the time of maturity as expressed in this promissory note shall not have arrived.

The undersigned promise and agree that in case any suit or legal or equitable action is instituted to collect this note or any portion thereof, or any interest thereon, to pay all costs and expenses and such additional sum as the Court may adjudge reasonable as an attorney's fee in said suit or action, the same to be included in any judgment obtained on this note.

The makers and endorsers severally waive presentment for payment, demand, notice, protest and notice of protest, diligence and non-payment of this note, and all defenses on the ground of any extension of time of payment that may be given by the holder or holders to them or either of them, and/or any other defenses which they or either of them might or could have.

CRESCENT VALLEY RANCH &amp; FARMS

By: A. Z. Seltzer  
A. Z. SELTZER, PRESIDENT

EMERSON J. WILSON  
ATTORNEY AT LAW  
RENO, NEVADA



By: Arthur J. Duperron  
ARTHUR J. DUPERRON, ASSISTANT SECRETARY

RECORDED AT THE REQUEST OF Fanny Komp  
on Apr. 9, 1968, at 45 mins. past 10 A. M. in  
Book 23 of OFFICIAL RECORDS, page 296-298, RECORDS OF  
EUREKA COUNTY, NEVADA.  
File No. 16330 Recorder.  
Fee \$ 5.00