

TITLE INSURANCE & TRUST COMPANY  
RECORDING REQUESTED BY

RECORDING DATA	
RECORDED AT THE REQUEST OF	Title Insurance & Trust Co.
Nov. 21 1968	at 51 mins. past 10 A. M. in
Book 26	of OFFICIAL RECORDS page 365-366
RECORDS OF	RECORDS OF
YREKA COUNTY NEVADA	Walter P. ... Recorder.
File No. 48085	Fee \$ 4.00

When Recorded Mail to  
**NEVADA BANK OF COMMERCE**  
NATIONAL  
Elko

Space Above this Line for Recorder's Use

DEED OF TRUST & ASSIGNMENT OF RENTS

THIS DEED OF TRUST, Made this 14th day of November, 1968 between John S. Gaynor and Joan B. Gaynor, his wife.

whose address is 1226 Fairway Drive Elko Nevada  
(Number & Street) (City) (State) NATIONAL  
herein called TRUSTOR, NEBACO, Inc., a Nevada corporation, herein called TRUSTEE, and NEVADA BANK OF COMMERCE, a banking corporation, organized and existing under and by virtue of the laws of the State of Nevada, herein called BENEFICIARY. (It is distinctly understood that the word "Trustor" and the words "he", "his" or "him" referring to the Trustor, as herein used, are intended to and do include the masculine, feminine and neuter genders and the singular and plural numbers as indicated by the context.)

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with power of sale, that property in Eureka County, Nevada, described as:

TOWNSHIP 21 NORTH, RANGE 53 EAST, M.D.B.&M

SECTION 3; S 1/2

Including Water Permit Numbers 18626 & 20588

Together with all buildings and improvements situate thereon.

TOGETHER WITH, 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, royalties and payments arising or accruing by reason of any oil, gas or mineral lease thereof, and installments of money payable pursuant to any agreement for sale of said property or any part thereof, SUBJECT, HOWEVER, to the right, power, and authority given to and conferred upon Beneficiary by paragraph (13) of the provisions incorporated herein by reference to collect and apply such rents, issues, profits, royalties, payments and installments of money as they become due and payable. It is specifically understood and agreed, without affecting the generality of the foregoing, that all gas, electric, heating, cooling, cooking, air-conditioning, refrigeration and plumbing appliances and equipment, which are now in or which may hereafter be attached to, or built-in in any building or improvement now or hereafter on said real property, shall be deemed fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned.

FOR THE PURPOSE OF SECURING: 1. Payment of the sum of \$ 30,000.00 with interest thereon, according to the terms of a promissory note or notes of even date herewith, made by Trustor, payable to the order of the Beneficiary, and extensions or renewals thereof. 2. Payment of such additional sums with interest thereon as may hereafter be borrowed from the Beneficiary by the then record owner or owners of said property when evidenced by another Promissory note or notes. 3. Payment, with interest thereon, of any other present or future indebtedness or obligation of the Trustor (or of any successor in interest of the Trustor to said property) to the Beneficiary, whether created directly or acquired by assignment, whether absolute or contingent, whether due or not, whether otherwise secured or not or whether existing at the time of execution of this Deed of Trust, or arising thereafter. 4. Performance of each agreement of Trustor herein contained.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the note or notes secured hereby, that he will observe and perform all provisions; that the note and other obligations therein referred to shall be deemed to mean the obligations secured by this Deed of Trust; that the property herein referred to shall be deemed to mean the property affected by this Deed of Trust; that the terms "Trustor", "Beneficiary", and "Trustee", as used therein shall be deemed to mean the Trustor, Beneficiary, and Trustee, respectively, under this Deed of Trust; and Trustor acknowledges that he has read the copy of said provisions (1) to (17), inclusive, set forth on the reverse and understands the same.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

STATE OF NEVADA }  
COUNTY OF Elko } ss.

SIGNATURE OF TRUSTOR

*John S. Gaynor*  
John S. Gaynor

On November 14, 1968  
before me, the undersigned, a Notary Public in and for said  
County and State, personally appeared  
John S and Joan B. Gaynor

*Joan B. Gaynor*  
Joan B. Gaynor

known to me to be the person ss. whose name ss. are  
subscribed to the within instrument and acknowledged that

they executed the same.  
WITNESS my hand and official seal.

(SEAL) *Wanda E. Leberski*  
Notary Public in and for said County and State.

WANDA E. LEBERSKI  
Name (Typed or Printed) of Nevada  
Elko County, Nevada  
Commission expires Jan. 19, 1970

## TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

(1) To keep said property in good condition and repair, not to remove or demolish any buildings 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 therefor, and if the loss or expense of such work is estimated to be in excess of \$1,000, to obtain a surety bond in the amount of such estimated loss or expense, anything in this Deed to the contrary notwithstanding (a) to complete, repair or reconstruct for the purpose of construction of improvements on said property. Trustor agrees to pay for the same in the event any such improvements are made thereon; (b) to allow Beneficiary to inspect said property at all times during construction; (c) to replace any work or materials unsatisfactory to Beneficiary within fifteen (15) calendar days after written notice from Beneficiary of such fact, which notice may be given to the Trustor by registered mail, sent to his last known address, or by personal delivery, and to pay for the same in the event any such improvements are made thereon; (d) that work shall not cease on the construction of such improvements for any reason whatsoever for a period of fifteen calendar days; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit any act which may result in the condemnation or forfeiture of said property, 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. The Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this paragraph, is authorized to accept as true the facts therein stated and to act thereon hereunder.

(2) To provide and maintain in force at all times and to act thereon hereunder, such insurance as may be required, each in an amount satisfactory to, and with Loss Payable to said Beneficiary. Said insurance policies shall be in form and content, and for such term, and for such service, as may be satisfactory to the Beneficiary, and shall be delivered to and remain in possession of Beneficiary as further security for the faithful performance of these trusts.

At least sixty (60) days prior to the expiration of any said insurance policy, a policy or policies renewing or extending said expiring insurance shall be delivered to said Beneficiary together with a receipt showing payment of the premium therefor. By executing this Deed of Trust the Trustor specifically requests the Beneficiary to obtain said insurance in the event any said insurance policy and a receipt for payment of the premium therefor be not so delivered to said Beneficiary by the Trustor; but Beneficiary shall be under no obligation to do so and the obtaining of any such insurance and the payment of the premium therefor by Beneficiary shall not release Trustor from any obligation hereof. Neither Trustee nor Beneficiary shall be liable for the collection of any insurance monies, or for any insolvency of any insurer or insurance underwriter. Any and all unexpired insurance shall inure to the benefit of, and pass to the purchaser of, the property conveyed hereby at any Trustee's sale held hereunder.

The amount 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 portion of Beneficiary's entire amount collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any lien or other security secured hereby.

(3) Should Trustor sell, convey, transfer, dispose of or further encumber said property, or any part thereof, or any interest therein, or agree so to do, without consent of Beneficiary being first obtained, then Beneficiary shall have the right at its option to declare all sums secured hereby forthwith due and payable. Consent to such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions. If this Deed or any Note secured hereby contains any provision which purports to limit the right to demand any penalty, fee or sum of money for prepayment of any indebtedness secured hereby, Trustor agrees to pay the maximum amount of such penalty, fee or sum of money which Beneficiary would have been entitled to demand pursuant to such provision. If any of said indebtedness shall be paid prior to the due date thereof stated in said Note or this Deed, even if any monthly standing Trustor shall have defaulted in payment thereof, or in performance of any agreement hereunder, and Beneficiary, by reason thereof, shall have declared all sums secured hereby immediately due and payable.

Beneficiary may encumber with a reasonable fee, but not exceeding such amount as may from time to time be authorized by law, for furnishing any statement or notice relating to this Deed or any instrument hereunder secured, including, but not limited to, notice showing the information specified in Chapter 107, Nevada Revised Statutes, 107.050 and 107.050. Beneficiary may also charge to the Trustor in addition to any other charges herein, any reasonable fee, connected with this Deed, or the loan secured hereby, including without limiting the generality of the foregoing, the delivery to an escrow holder of a receipt for full or partial reconveyance of this Deed; transmitting to an escrow holder monies secured hereby; changing its records pertaining to this Deed and the loan secured hereby to show a new owner of said property; replacing an existing policy of fire insurance or other casualty insurance, held by Beneficiary hereunder, with another such policy. Any such charge shall be secured hereby and Trustor agrees to pay the same together with interest from the date of such charge at the rate specified in said Note and immediately and without demand.

(4) 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, including in any Trust or proceeding whatsoever affecting the security hereof, including, but not limited to, any condemnation proceeding in which Beneficiary or Trustee may appear or be named and any suit brought by Beneficiary to foreclose this Deed of Trust.

(5) To pay, at least ten (10) days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, ad valorem, charges and liens, with interest on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any and every proceeding which may be instituted to affect the security hereof or the rights and powers of Beneficiary or Trustee; pay, purchase, contest or compromise any incurrence, charge or lien in which the judgment of either appears to be prior or superior hereto; and, in exercising any such powers pay necessary expenses, employ counsel and pay his reasonable fees.

(6) To pay immediately and without demand all sums so expended by Beneficiary or Trustee with interest from date of expenditure at the rate specified in said Note.

(7) To insure the payment of taxes and assessments, which are now or hereafter may be a lien upon the property described at least ten (10) days before the delinquency thereof as provided for in paragraph (5) hereof, and to pay such premiums upon policies of insurance which may be required by the Beneficiary as provided for in paragraph (2) hereof; and the Trustor agrees to pay the full amount of such premiums, including an installment of the premium or an installment of the taxes and special assessments levied or to be levied against the hereinabove described premises and an installment of the premium or portion thereof that will become due and payable to renew the insurance on the premises covered hereby and required by the Beneficiary, Trustor agreeing to deliver promptly to Beneficiary all bills and notices therefor. Such installments shall be equal to the estimated premium or premiums for such insurance and taxes and assessments due the date such premium or premiums are due, except that the amount of such installments shall be reduced to the amount of the premium or premiums actually paid by Beneficiary less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date such premium or premiums are due. If the amounts paid to the Beneficiary under the provisions of this paragraph are insufficient to discharge the obligation of the Trustor to pay such premium or premiums, the Trustor shall pay to Beneficiary upon its demand such additional sums as it may require to discharge Trustor's obligation to pay premium or premiums, taxes and assessments. At the option of the Beneficiary, all moneys paid to Beneficiary under the terms of this paragraph shall be held by Beneficiary in trust to pay such premium or premiums, taxes and assessments before the same become delinquent, or may be credited directly to interest and principal due under the terms of the note secured hereby and to pay the same by the Beneficiary of taxes, assessments and insurance premiums, the amount so paid shall be charged to the principal due upon the note secured hereby. If the Trustor shall fail to pay the installments provided for in this paragraph, such failure shall constitute a default under this Deed of Trust.

(8) In the event of default in the payment of any of the moneys to be paid under the terms of the Note secured hereby or this Deed of Trust or in the performance of any of the covenants and obligations of this Deed of Trust then any funds in the possession of the Beneficiary under the provisions of paragraph (7) may, at the option of the Beneficiary be applied to the payment of principal and/or interest upon the obligation secured hereby in lieu of being applied to the purpose for which such funds were originally intended.

(9) Any award of damages in connection with any condemnation proceeding hereunder, or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(10) By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due or all other remedies available to it by law.

(11) At any time or from time to time without notice, and without notice, upon written request of Beneficiary and presentation of this Deed and said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustor may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement or join in any extension agreement or any agreement sub-ordinating the lien or charge hereof.

(12) Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of the original of this Deed and said Note to Trustor, Trustor shall retain no interest in or right to any portion of said property, and upon payment of its fees, Trustor shall reserve, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The practice in such reconveyance may be described as "the person or persons legally entitled thereto". Five years after issuance of such full reconveyance, Trustee may, at its option, destroy said Note and this Deed, and shall be bound to do so upon the request to retain them. Such request and reconveyance shall operate as a re-assignment of the rents, issues and profits hereinafter assigned to Beneficiary.

(13) As additional security, Trustor hereby gives to and confers upon the Beneficiary the right, power, and authority, during the continuance of these trusts, to collect the rents, issues and profits and payment of said property, or arising or accruing by reason of any oil, gas, or mineral lease thereof, and all installments of money payable pursuant to any agreement for the sale of said property or any part thereof, reserving to Trustor the right prior to default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues, profits, royalties, payments and installments of money, as they become due and payable. Upon any such default, Beneficiary may at any time without notice, enter in person, by agent, or by a receiver to be appointed by a court, and without regard to the necessity of any security for the indebtedness hereby secured, and take the rents, issues and profits of any part thereof, in its own name, sue for or otherwise collect such rents, issues, profits, royalties, payments and installments of money, including those due and payable by the Trustor, and apply the same to the satisfaction of the indebtedness secured hereby, and 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, or collection of such rents, issues, profits, royalties, payments and installments of money, and the application thereof as aforesaid, shall not cure nor waive any default or Notice of Default hereunder nor invalidate any act done pursuant to such notice. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such rents shall not in any manner impair the subsequent enforcement by Beneficiary of the right, power and authority herein conferred upon it. Nothing herein shall be construed to constitute an assumption of liability under, or a subordination of the lien or charge hereof, or any other act by it of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge hereof.

(14) If breach or default be made in the prompt payment, when due, of any sum secured hereby, or in the performance of any promise contained herein, or contained in any conveyance under which said Trustor claims or derives title, then and at any time thereafter the Beneficiary hereunder may declare all sums secured hereby immediately due and payable, without demand or notice; and the Beneficiary or Trustee shall record in the office of the County Recorder of the county or counties which contain said property or any part thereof if situated, a notice of such breach or default and election to cause the said property to be sold to satisfy the indebtedness and obligations secured hereby, as provided by the laws of the State of Nevada with reference to the foreclosing of deeds of trust.

On application of the beneficiary, and after at least three (3) months shall have elapsed following the recording of said notice of breach or default, the Trustee shall give notice of the time and place of sale in the manner and for a time not less than that required by law for the sale or sales of real property under execution, and without demand on separate parcels, and in such order as it may determine, at public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement, and without further notice it may make such sale at the time to which the same shall be so postponed. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recital in any such deed of any matters or facts stated either specifically or in general terms, or as conclusions of law or fact, shall be conclusive proof of the truthfulness thereof, and such deed shall be conclusive against all persons as to all matters or facts therein recited. Any persons, including Trustor, Trustee or Beneficiary, may purchase at such sale. Trustor hereby agrees to surrender immediately, and shall be deemed to have done so, any deed, mortgage, or other instrument, or any purchase at any sale held hereunder. In the conduct of any such sale the Trustee may act itself, or through any auctioneer, agent or attorney-in-fact, and shall be deemed to have done so. The proceeds of such sale, less the expenses of execution and expenses of sale and of this trust, and compensation of the Trustee in an amount equal to one per cent (1%) of the amount secured hereby and remaining unpaid, but in no event less than Twenty-five Dollars (\$25.00), and counsel fees in an amount equal to six per cent (6%) of the amount remaining unpaid and secured hereby, but in no event less than One Hundred Dollars (\$100.00), and also such sums, if any, as Trustee or Beneficiary shall have paid for procuring an abstract of title or search of or certificate or report as to the title to said premises or any part thereof subsequent to the execution of this instrument, all of which sums shall be secured hereby and become due upon any default hereunder made by the Trustor. The Trustee shall apply the proceeds of any sale held hereunder to the satisfaction of the sums secured hereby, in such order and to such extent as the Beneficiary, in the exercise of its discretion, may determine. Any sums not in the hands of the Trustee after the payment of all sums secured hereby, shall be paid to the person or persons legally entitled thereto on the proof of such right. Trustor agrees to pay forthwith to Beneficiary or other person or persons entitled thereto any deficiency remaining after the application of the proceeds of sale to the payment of all sums secured hereby.

(15) Beneficiary may, from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument may be filed in the office of the recorder of the county or counties where said property is situated, and such instrument, when filed, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance, from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded, and the name and address of the new Trustee. If notice of default shall have been recorded, this power of substitution cannot be exercised until after the costs, fees and expenses of the then acting Trustee shall have been paid to such Trustee, who shall endorse receipt thereon upon such instrument of substitution. The procedure herein provided for substitution of Trustees shall be exclusive of all other provisions for substitutions, statutory or otherwise.

(16) 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 owner and holder, including pledgees of the Note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter and the singular number includes the plural.

(17) This Deed is intended to be a deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.

Both must be delivered to the Trustee for cancellation before reconveyance will be made.