

TITLE INSURANCE & TRUST COMPANY

RECORDING REQUESTED BY

When Recorded Mail to
NEVADA BANK OF COMMERCE
NATIONAL
Elko

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
EUREKA COUNTY NEVADA. *Willie P. R. R. R.* Recorder.
File No. 48085 Fee \$ 4.00

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)
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 Elko County, Nevada, described as:

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

SECTION 3; S1/2

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.

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

SIGNATURE OF TRUSTOR
John S. Gaynor
John S. Gaynor

Joan B. Gaynor
Joan B. Gaynor

known to me to be the person S whose name S 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 Name) of Nevada
Elko County, Nevada
Commission expires Jan. 19, 1970
BR-80 REV. 5-67

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 loan secured hereby or any part thereof is being obtained for the purpose of construction of improvements on said property, Trustor shall, within the time specified in the plans and specifications, pay to Beneficiary the sum of \$_____ (_____ Dollars and _____ Cents) for the purpose of completing the improvements on said property; and

(b) to allow Beneficiary to inspect said property at any time and place, and to require the Trustor to produce to Beneficiary, within fifteen (15) calendar days after written notice from Beneficiary of such fact, which notice may be given to the Trustor at his residence, office, address, or by personal service of the same; (d) that work shall not cease on the construction of such improvements for any reason whatsoever for a period of _____ days; 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 use said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other things which from the character or use of said property may be reasonably required for the proper management and maintenance thereof; and

(c) to execute and present to it of an affidavit signed by Beneficiary, setting forth facts showing that Trustor under this paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

(2) To provide and maintain in force at all times, fire and other types of 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 in such corporations as may be satisfactory to said Beneficiary, and shall be delivered to and remain in possession of Beneficiary as further security for the faithful performance of these trusts. Beneficiary, at least annually, shall deliver to the Trustee the original of the policies renewing or extending said expiring insurance shall be delivered to said Beneficiary together with a receipt showing payment of the premium therefor. Beneficiary shall not be required to deliver to the Trustee the original of the policies until 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. 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 constitute an admission of insolvency of any insurer or insurance underwriter. Beneficiary shall be responsible for such insurance or for the collection of any insurance moneys, 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 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. The amount of any such collection 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 for liquidation purposes. Beneficiary shall not be bound to accept any such payment. 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 the 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 and to exercise its remedies hereunder. Beneficiary shall not be bound to accept any such payment. If any deed, note, mortgage, or any other instrument or any Note secured hereby contains any provision conferring on Beneficiary the right to demand any money or property from Trustor on account 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 collect if such deed, note, mortgage or other instrument or Note secured hereby had been paid prior to the due date thereof stated in said Note or this Deed, even if and notwithstanding 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 charge Trustor 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 of Trust or the indebtedness hereby secured, including, but not limited to, notice showing the information specified in Chapter 107, Nevada Revised Statutes, 107.080 and 107.090. Beneficiary may also charge Trustor a reasonable fee for any other service tendered Trustor or on his behalf, 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 request for full or partial reconveyance of this Deed; transmitting to an escrow holder moneys 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 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, and in any action 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, all incumbrances, 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 to or for Trustor 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 and defend any action or proceeding purporting to affect the security hereof or the rights and powers of Beneficiary or Trustee; pay, purchase, contest or compromise any incumbrance, charge or lien which in 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) hereinabove, and to pay such premiums upon policies of insurance which may be required by the Beneficiary as provided for in paragraph (2) hereinabove, and to pay such premiums upon policies of insurance which may be required hereunder, an installment of the taxes and special assessments levied or to be levied against the hereinabove described premises and an installment of the premiums required hereunder, 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 payable 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 shall become due and assessments shall be required to be paid. 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, taxes and assessments as the same become due and assessments 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. If the Beneficiary of taxes, assessments and insurance premiums, the amount so paid shall be charged to the principal due under 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 any of the purposes for which the fund established under paragraph (7) is established.

(9) Any award of damages in connection with any condemnation for public use or of 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.

(11) At any time or from time to time, with or without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust, the Trustee may, at its option, without affecting the personal liability of the mortgagor, cause payment of the indebtedness secured hereby, Trustee 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 subordinating 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 Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, 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 grantee in such reconveyance shall be deemed to be "the person or persons legally entitled thereto". Five years after issuance of such full reconveyance, Trustee may destroy said Note and this Deed (unless directed in such 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, profits, royalties and payments of said property, or arising or accruing by reason of an oil, gas, or mineral lease thereof, and all installments of money payable pursuant to any agreement for the sale of said property at any part thereof, reserving unto 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 upon and take possession of said property, or any part thereof, or cause or procure others to do so, and may cause or procure others to collect and retain all installments of money, 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, 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 exercise such authority shall not constitute a breach of this agreement, nor shall any manner of exercising such authority constitute an affirmation upon it. Nothing contained herein, nor the exercise or non-exercise of such authority, shall constitute an admission or acknowledgment of any liability, or of any of its tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge this land is, and such tenancy.

(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 wherein said property or any part thereof is 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 foreclosure of deeds of trust.

On application of the Beneficiary, and after at least three (3) months' notice by the Trustor to the State of Nevada with reference to the foreclosure of deeds of trust, Trustee shall give notice of the time and place of sale in the manner and for the 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 to said purchaser, with 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, shall be full and complete 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, shall be deemed to have accepted the purchase price of such sale, and to have taken without demand, possession of said property to any purchaser 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 addition to the indebtedness and other obligations secured hereby, the Trustor hereby agrees to pay the expenses of such 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 for any other purpose 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 shall be paid by Trustor or Beneficiary, as the case may be, to the Trustee, who 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 absence of the Trustor, may direct. The Trustor hereby agrees, 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, executed and acknowledged by Beneficiary and recorded in the office of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees who shall, without conveyance, from the Trustee, succeed to the Trust and 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 may not 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 thereof 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 neuter, and the singular number includes the plural.

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.