

DEED OF TRUST

1 THIS DEED OF TRUST, made this 31st day of November,  
 2 1968, by and between SONIA S. WALKER, a married man, as his sole  
 3 and separate property, TRUSTOR  
 4 and TITLE INSURANCE & TRUST COMPANY, a corporation, TRUSTEE,  
 5 and LEE HALE & CO., INC., a Nevada Corporation, BENEFICIARY, all  
 6 of Washoe County, Nevada:

W I T N E S S E T H

7 That the said TRUSTOR(S) hereby grant(s), convey(s), and  
 8 confirm(s) unto the said TRUSTEE, in trust, with power of sale, the  
 9 following described real property situate in --, County  
 10 of Eureka, State of Nevada, more particularly described as  
 11 follows, to-wit:

12 The Southwest 1/4 of Section 9, Township 29  
 13 North, Range 48 East, M.D.B. & M., excepting  
 14 the Southeast 1/4 therefrom.

15 TOGETHER WITH, all and singular the tenements, heredita-  
 16 ments, and appurtenances thereunto belonging, or in anywise apper-  
 17 taining, and the reversion and reversions, remainder and remainders,  
 18 rents, issues and profits thereof; also, all of the estate, right,  
 19 title, and interest, homestead or other claim or demand, as well  
 20 in law as in equity, which the TRUSTOR(S) now has (have) or may  
 21 hereafter acquire, of, in, or to, the said premises, or any part  
 22 thereof, with the appurtenances.

23 TO HAVE AND TO HOLD the same unto the said TRUSTEE, and  
 24 its successors and assigns, upon the trusts hereinafter expressed  
 25 namely:

26 Payment of an indebtedness in the sum of \$27,000.00  
 27 evidenced by a Promissory Note of even date herewith, with interest  
 28 thereon, according to the terms of said note, which note by reference  
 29 is hereby made a part hereof, executed by TRUSTOR(S) and delivered  
 30 to BENEFICIARY(IES), and payable to the order of BENEFICIARY(IES),  
 31 and any and all extensions or renewals thereof; payment of such  
 32 additional sums with interest thereon, as may be hereafter loaned  
 by the BENEFICIARY(IES) to TRUSTOR(S) when evidenced by the  
 Promissory Note or Notes of TRUSTOR(S); payment of all other sums  
 with interest thereon becoming due or payable under the provisions  
 hereof either to TRUSTEE or BENEFICIARY(IES), and the performance  
 and discharge of each and every obligation, covenant, and agreement

Ac. 957100-4928 Return to Sister In Law on 20 Sept.

1 of TRUSTOR(S) herein contained or herein adopted by reference.

2 AND THIS INDENTURE FURTHER WITNESSETH:

3 FIRST: The TRUSTOR(S) promise(s) to properly care for  
4 and keep the property herein described, in first class condition,  
5 order and repair; to pay when due all claims for labor performed  
6 and materials furnished for any construction, alteration or  
7 repair upon the above-described premises; to comply with all laws  
8 affecting said property or relating to any alterations or improve-  
9 ments that may be made thereon; not to commit or permit waste  
10 thereon; not to commit, suffer, or permit any acts upon said  
11 property in violation of any law, covenant, condition, or restriction  
12 affecting said property.

13 SECOND: The TRUSTOR(S) agree(s) to pay to the TRUSTEE,  
14 and to the BENEFICIARY(IES), on demand, the amount of all sums of  
15 money which he shall respectively pay or expend pursuant to the  
16 provisions of this Deed of Trust, or of the covenants hereof  
17 adopted by reference or any part of them, together with interest  
18 upon each of said amounts until paid, from the time of payment  
19 thereof, at the rate of SEVEN (7%) PER CENT per annum.

20 THIRD: The following covenants numbered: 1, 2, (  
21 full insurable value ---- ) DOLLARS), 3, 4 (interest at seven  
22 (7%) PER CENT), 5, 6, 7 (counsel fees at ten (10%) PER  
23 CENT), 8, and 9 of N.R.S. 107.030, are hereby adopted by reference  
24 hereto and made a part of this Deed of Trust.

25 FOURTH: The rights and remedies hereby granted shall  
26 not exclude any other rights or remedies granted by law, and all  
27 rights and remedies granted hereunder or permitted by law shall  
28 be concurrent and cumulative. A violation of any of the covenants  
29 herein expressly set forth shall have the same effect as the  
30 violation of any covenant herein adopted by reference.

31 FIFTH: All the provisions of this instrument shall  
32 inure to, and bind the heirs, executors, successors, and assigns  
33 of the BENEFICIARY(IES) and shall inure to, apply to, and bind  
34 the legal representatives, successors, and assigns of each of the  
35 other parties hereto, respectively. Whenever used, the singular  
36 number shall include the plural, the plural the singular, and the  
37 use of any gender shall include all other genders.

38 SIXTH: TRUSTOR(S) hereby assign to the TRUSTEE any and  
39 all rents of the above-described premises accruing after default  
40 and hereby authorize(s) TRUSTEE, or a receiver to be appointed  
41 on application of TRUSTEE or BENEFICIARY(IES), without waiving or  
42 affecting the right of foreclosure or any other right hereunder,  
43 to take possession of the premises at any time after there is a  
44 default in the payment of said debt or in the performance of any  
45 of the obligations herein contained, and to rent the premises for  
46 the account of BENEFICIARY(IES). At any TRUSTEE'S sale held  
47 hereunder, TRUSTEE shall sell the property herein described as a  
48 single unit unless herein otherwise specifically directed and at  
49 such sale is hereby authorized to bid for BENEFICIARY(IES) or  
50 other absent person.

51 SEVENTH: It is expressly agreed that the trusts created  
52 hereby are irrevocable by the TRUSTOR(S).

IN WITNESS WHEREOF, the TRUSTOR(S) has (have) hereunto caused his hand(s) to be affixed hereto, the day and year first above written.

Sonia S. Walker  
SONIA S. WALKER

STATE OF NEVADA )  
COUNTY OF WASHOE ) ss.

On this 21<sup>st</sup> day of NOVEMBER, 1968, before me the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared SONIA S. WALKER and \_\_\_\_\_, known to me to be the person(s) described in and who executed the foregoing instrument and who duly acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

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

Mack L. [Signature]  
NOTARY PUBLIC

RECORDED AT THE REQUEST OF Title Insurance & Trust Co.  
on Dec. 17 1968 at 22 mins. past 11 A. M. in  
Book 26 of OFFICIAL RECORDS, page 481-483 RECORDS OF  
EUREKA COUNTY, NEVADA. [Signature] Recorder.  
File No. 48139 Fee \$ 5.00