THIS DEED OF TRUST, made this day of November 1968, by and between SONIA S. WALKER, a married man, as his sole and separate property, TRUSTOR and LAWYERS TITLE INSURANCE CORPORATION TRUSTEE, LEE HALE & CO., INC., a Nevada Corporation, BENEFICIARY all of Washoe County, Nevada:

## WITNESSETH

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

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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; also, all of the estate, right, title, and interest, homestead or other claim or demand, as well in law as in equity, which the TRUSTOR(S) now has (have) or may hereafter acquire, of, in, or to, the said premises, or any part thereof, with the appurtenances.

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

Payment of an indebtedness in the sum of \$9,367.91 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(S) and delivered to BENEFICIARY(IES), and payable to the order of BENEFICIARY(IES), and any and all extensions or renewals thereof; payment of such 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 of TRUSTOR(S) herein contained or herein adopted by reference.

## AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: The TRUSTOR(S) promise(s) to properly care for and keep the property herein described, in first class condition, order and repair; 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 TRUSTOR(S) agree(s) to pay to the TRUSTEE, and to the BENEFICIARY(IES), on demand, the amount of all sums of money which he shall respectively pay or expend pursuant to the provisions of this Deed of Trust, or of the covenants hereof adopted by reference or any part of them, together with interest upon each of said amounts until paid, from the time of payment thereof, at the rate of SEVEN (7%) PER CENT per annum.

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

FOURTH: 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. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.

FIFTH: All the provisions of this instrument shall inure to, and bind the heirs, executors, successors, and assigns of the BENEFICIARY(IES) 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.

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SIXTH: TRUSTOR(S) hereby assign to the TRUSTEE any and all rents of the above-described premises accruing after default and hereby authorize(s) TRUSTEE, or a receiver to be appointed on application of TRUSTEE or BENEFICIARY(IES), 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 payment of said debt or in the performance of any of the obligations herein contained, and to rent the premises for the account of BENEFICIARY(IES). At any TRUSTEE'S sale held hereunder, TRUSTEE shall sell the property herein described as a single unit unless herein otherwise specifically directed and at such sale is hereby authorized to bid for BENEFICIARY(IES) or other absent person.

SEVENTH: It is expressly agreed that the trusts created hereby are irrevocable by the  ${\tt TRUSTOR}({\tt S})$ .

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