

THIS DEED OF TRUST, made the 14 day of April, 1969, between EDWARD L. DISTLER and MARTHA F. DISTLER, his wife, and EDWARD K. DISTLER and ELLA MAY DISTLER, his wife, all of the City and County of San Diego, State of California, hereinafter called "grantors", and TITLE INSURANCE AND TRUST COMPANY, a corporation, hereinafter called "trustee", and JOHN GJERDE, RAMONA GJERDE, TORRIS H. GJERDE and NORMA GJERDE, all of the County of Eureka, State of Nevada, hereinafter called "beneficiaries"

W I T N E S S E T H :

WHEREAS, grantors are indebted to beneficiaries in the sum of ONE HUNDRED TWO THOUSAND TWO HUNDRED NINETY SEVEN and 68/100 DOLLARS (\$102,297.68), lawful money of the United States, and have agreed and by these presents do agree to pay said beneficiaries the same with interest thereon according to the terms of a promissory note dated December 1, 1968 in the principal amount of \$87,025.66, and a promissory note dated February 1, 1969, in the principal amount of \$15,272.02, executed and delivered therefor by grantors to beneficiaries.

NOW, THEREFORE, grantors, for the purpose of securing the payment of said promissory notes and principal and interest and other amounts set forth herein, and also of all other monies herein agreed or provided to be paid by grantors, or which may be paid out or advanced by beneficiaries or trustee under the provisions of this instrument, with interest in each case, grant unto the trustee all that certain real property situate, lying and being in the Counties of Nye and Eureka, State of Nevada, and particularly described as follows, to wit:

PARCEL 1

TOWNSHIP 14 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 2: SW1/4 of NW1/4

Section 3: S1/2 of NE1/4; S1/2 of NW1/4 and Lots 3 and 4

Section 4: Lot 1 and SE1/4 of NE1/4

TOWNSHIP 15 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 28: W1/2 of SE1/4

Section 33: S1/2 of NE1/4; NW1/4 of NE1/4 and E1/2 of SE1/4

EXCEPTING all coal and other minerals.

PARCEL 2

TOWNSHIP 15 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 4: Lots 1 and 2; S1/2 of NE1/4 and SE1/4.

EXCEPTING AND RESERVING, also to the United States, all oil and gas in the land so patented, and to it or persons authorized by it, the right to prospect for, mine and remove such deposits from the same upon compliance with the conditions and subject to the provisions and limitations of act of July 17, 1914 (38 Statute 509).

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.

This deed of trust will be and is security for payment in lawful money of the United States of any and all additional or future advances or loans which may be made by beneficiaries to grantors, and any and all monies that may hereafter become due and payable from grantors to beneficiaries, howsoever evidenced.

SIDNEY W. ROBINSON
ATTORNEY AT LAW
105 SOUTH SIERRA STREET
RENO, NEVADA

Grantors expressly covenant and agree that at all times during the term hereof they will keep and maintain the above described real property and the buildings and improvements located thereon in a good state of repair, and further that they will not make any alteration or alterations to said buildings or improvements which would in any way reduce or impair or tend to reduce or impair the value of the property transferred hereunder.

Grantors expressly covenant and agree to pay all reconveyance fees charged by the aforesaid trustee at the time of payment of the indebtedness secured hereby.

The following covenants and being Covenant No. 1; Covenant No. 2, \$ _____; Covenant No. 3; Covenant No. 4, 6%; Covenant No. 5; Covenant No. 6; Covenant No. 7, 10%; Covenant No. 8 and Covenant No. 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this deed of trust.

In the event a default should occur hereunder, beneficiaries shall be entitled at any time, at their option, to enter upon and take possession of said premises, or any part thereof, and to do and perform such acts of repair or protection as may be necessary or proper to conserve the value thereof, and to rent or lease the same or any part thereof for such rental, term and upon such conditions as their judgment may dictate, and to collect and receive the rents, issues and profits thereof, which said rents, issues and profits, present and future, are hereby assigned to beneficiaries as further security, but which assignment beneficiaries agree not to enforce so long as grantors are not in default hereunder.

This deed of trust is executed by grantors and accepted by beneficiaries as a second deed of trust upon the property herein described, subject and subordinate to a first deed of trust thereon dated December 28, 1965, in favor of Domingo Segura and Peggy Segura, which deed of trust is recorded in the office of the County Recorder of Eureka and Nye Counties, in Book 9, Page 395, under File No. 41589, of the Official Records of Eureka County, Nevada, and in Book 84, Page 265, under File No. 54447, of the Official Records of Nye County, Nevada.

This deed of trust is executed by grantors and accepted by beneficiaries with the understanding and upon the express condition that if grantors should make default in the payment of any installment of principal or interest required to be made under the terms and provisions of the first deed of trust herein referred to, or if grantors should otherwise make default in the performance of any of the terms and provisions of said first deed of trust then, and in that event, or in either of said events, the full amount of the indebtednesses secured hereby shall forthwith be and become wholly due and payable, notwithstanding the fact that the same would not otherwise be due according to the terms of the promissory notes secured hereby.

This deed of trust is executed by grantors and accepted by beneficiaries with the understanding and upon the express condition that if grantors should make default in the performance by them of any of the covenants and agreements herein set forth, then and in that event the full amount of the principal indebtednesses secured hereby shall forthwith be and become wholly due and payable at the option of beneficiaries notwithstanding the fact that the same would not otherwise be due according to the terms of the promissory notes secured hereby.

This deed of trust is further executed by grantors and accepted by beneficiaries with the understanding and upon the express condition that in the event grantors should default in the making of any payments provided to be made upon either of the promissory notes secured hereby, such default shall give the beneficiaries of this deed of trust the

right to declare the full unpaid balance of both promissory notes to be wholly due and payable to the end that this deed of trust may be foreclosed for the total amount of both promissory notes secured hereby.

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 grantors, beneficiaries or trustee shall be a party unless brought by trustee.

This deed of trust is executed in duplicate for recording in Eureka and Nye Counties, Nevada, each of which shall be deemed to be an original, but such instruments shall together constitute one and the same instrument.

IN WITNESS WHEREOF, grantors have executed these presents the day and year first above written.

Edward L. Distler
EDWARD L. DISTLER

Martha F. Distler
MARTHA F. DISTLER

Edward K. Distler
EDWARD K. DISTLER

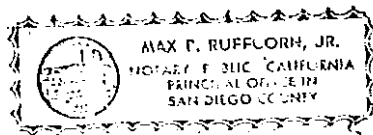
Ella May Distler
ELLA MAY DISTLER

Ella May Distler
ELLA MAY DISTLER

STATE OF California
COUNTY OF San Diego SS.

On APR 14 1969, 1969, personally appeared before me, a notary public, EDWARD L. DISTLER and MARTHA F. DISTLER, his wife, and EDWARD K. DISTLER and ELLA MAY DISTLER, his wife, who acknowledged that they executed the foregoing instrument.

Max B. Ruffcorn, Jr.
MAX B. RUFFCORN, JR.
MY COMMISSION EXPIRES JUNE 25, 1970



RECORDED AT THE REQUEST OF Title Insurance & Trust Co.
on April 22, 1969 at 00 min., past 8 A. M.
Book 28 of OFFICIAL RECORDS, page 460-462, RECORDS OF
EUREKA COUNTY, NEVADA. Shirley A. Hester Recorder.
File No. 49073 Fee \$ 5.00