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DEED OF TRUST
WITH
ASSIGNMENT OF RENT
AND
POWER OF SALE

--between--

GARY F. MILLER, Beneficiary

H. SID TURNER, Trustor

JAMES O. BEUS, Trustee

When recorded return to:

HULSEY, BEUS, WILSON, SCOTT & MURPHY
Attorneys at Law
211 East Flora Street
Suite 200, Hunter Building
Stockton, California 95202
Telephone: 465-3475

DEED OF TRUST WITH ASSIGNMENT OF RENT

Deed of trust, made this 21st day of April 1970 between H. Sid Turner, hereinafter called trustor, whose address is 747 Lewelling Blvd, San Leandro, State of California, and GARY F. MILLER, hereinafter called beneficiary, whose address is 1438 Bourbon Street, City of Stockton, State of California, and JAMES O. BEUS, whose address is 211 East Flora Street, Suite 200, City of Stockton, California, hereinafter called Trustee.

Trustor irrevocably grants, transfers, and assigns to trustee in trust, with power of sale, all that property, including all easements and rights of way used in connection therewith or as a means of access thereto, in Eureka County, State of Nevada, described as :

Serial No. 067168, T.24N., R.50E., M.D. Nevada, in the County of Eureka, 638 acres located in Section 3 hereof.

Together with the rents, issues and profits thereof, subject however to the right reserved by trustor in Paragraph B 15 hereof to collect and apply such rents, issues, and profits, prior to any default hereunder.

For the purpose of securing payment of the indebtedness evidenced by a promissory note executed by trustor, dated the 21st day of April 1970 in the principal sum of Four Thousand Two Hundred Thirty Five (\$4,235.00) Dollars, payable to beneficiary or order, and each extension thereof; and performance of each agreement of trustor incorporated herein by reference or contained herein.

A. To protect the security of this deed of trust, trustor agrees:

- 1) To maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; to complete promptly in workmanlike manner any improvement hereafter constructed thereon and to restore promptly in workmanlike manner any improvement thereon that is damaged or destroyed, and to pay when due all costs incurred therefor or in connection therewith; to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the property; not to commit, suffer, or

permit any waste thereof or any act upon the property in violation of law or of covenants, conditions, or restrictions affecting said property; if said lands are agricultural, properly to harvest and care for the crops at any time growing thereon or produced therefrom, also to cultivate, irrigate, fertilize, spray, fumigate, and prune; and to do all other acts that from the character or use of the property are reasonably necessary to protect and preserve said security, the specific enumerations herein not excluding the general.

- 2) To provide, maintain, and deliver to beneficiary fire insurance, and if required by beneficiary, other insurance satisfactory to and with loss payable to beneficiary. The amount collected under any fire or other insurance policy and all return premiums may be applied by beneficiary upon any indebtedness secured hereby in such order as beneficiary determines, or at the option of beneficiary the entire amount so 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 act done pursuant to such notice. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the property covered thereby at any trustee's sale held hereunder, or at any foreclosure sale of such property.
- 3) 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 also, if at any time beneficiary or trustee is a party to or appears in any such action or proceeding, or in any action or proceeding to enforce any obligation hereby secured, to pay all costs and expenses paid or incurred by them or either of them in connection therewith, including, but not limited to, cost of evidence of title and attorneys' fees in a reasonable sum.
- 4) To pay (a) at least 10 days before delinquency, all taxes and assessments affecting the property, all assessment upon water company stock, and all rents, assessments, and charges for water appurtenant to or used in connection with the property; (b) when due, all encumbrances, charges, and liens, with interest, on the property or any part thereof, which appear to be prior or superior hereto; and (c) all costs, fees, and expenses of this trust.
- 5) If trustor fails to make any payment or to do any act as herein provided, then beneficiary or trustee (but without obligation so to do, and with or without notice to or demand upon trustor, and without releasing trustor from any obligation hereof) may (a) make or do the same in such manner and to such extent as either deems necessary to protect the security hereof, beneficiary or trustee being authorized to enter upon the property for such purpose; (b) appear in or commence any action or proceeding purporting to affect the security hereof or the rights or powers of beneficiary or trustee; (c) pay, purchase, or contest, or compromise any encumbrance, charge, or lien that, in the judgment of either, appears to be superior hereto; and in exercising any such power, beneficiary or trustee may incur necessary expenses, including reasonable attorneys' fees.
- 6) To pay immediately and without demand all sums expended hereunder by beneficiary or trustee with interest from date of expenditure at ten per cent (10%) per annum.

B. It is mutually agreed that:

- 1) Any award of damages made in connection with the condemnation for public use or injury to the property or any part thereof is hereby assigned and shall be paid to beneficiary, who may apply or release such moneys received therefor in the same manner and with the same effect as above provided for the disposition of proceeds of fire or other insurance, and trustor will execute such further assignment of any such award as beneficiary or trustee requires.
- 2) The acceptance by beneficiary of any payment less than the amount then due shall be deemed an acceptance on account only and shall not constitute waiver of the obligation of trustor to pay the entire sum then due or of beneficiary's right either to require prompt payment of all sums then due or to declare default. The acceptance of payment of any sum secured hereby after its due date will not waive the right of beneficiary either to require prompt payment when due of all other sums so secured or to declare default for failure to pay, and no waiver of any default shall be a waiver of any preceding or succeeding default of any kind.
- 3) At any time or from time to time, without liability therefor and with or 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 or the effect of this deed upon the remainder of the property, trustee may reconvey any part of the 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 thereof.
- 4) Upon written request of beneficiary stating that all sums secured hereby have been paid, surrender of this deed and said note to trustee for cancellation and retention, and payment of its fees, trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance shall be conclusive proof of the truthfulness thereof. The grantee may be designated in such reconveyances as "the person or persons legally entitled thereto."
- 5) If the trustor or any subsequent owner of the property covered hereby shall occupy said property, or any part thereof, after any default in payment of any amount secured by this deed of trust, the trustor or such owner shall pay to the beneficiary in advance on the first day of each month a reasonable rental for the premises so occupied, and upon failure to pay such reasonable rental, the trustor or such owner may be removed from said premises by summary dispossession proceedings or by any other appropriate action or proceeding.
- 6) If default is made in payment of any indebtedness or in performance of any agreement hereby secured then beneficiary with or without notice to trustor, may declare all

sums secured hereby immediately due and payable by instituting suit for the recovery thereof or for the foreclosure of this deed, or by delivering to trustee a written declaration of default and demand for sale, as well as a written notice of default and of election to cause the property to be sold, which notice trustee shall cause to be filed for record. If such declaration is delivered to trustee, beneficiary also shall deposit with the trustee this deed, said note, and all documents evidencing expenditures secured hereby.

- 7) Should the trustor, without the consent in writing of the beneficiary, voluntarily sell, transfer, or convey his interest in the property or any part thereof, or by operation of law, it be sold, transferred, or conveyed, then beneficiary may, at its option, declare all sums secured hereby immediately due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions.
- 8) After the time then required by law has elapsed after recordation of such notice of default, and notice of sale having been given as then required by law, trustee, with or without demand on trustor, shall sell the property at the time and place fixed in the notice of sale, either as a whole or in separate parcels and in such order as trustee determines, at a public auction, to the highest bidder, for cash in lawful money of the United States, payable at time of sale. Trustee may postpone from time to time sale of all or any portion of the property by public announcement at the time and place of sale originally fixed at the last preceding postponed time. Trustee shall deliver to the purchaser its deed conveying the property sold, but without any covenant or warranty, express or implied; the recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustor, trustee, beneficiary or any other person may purchase at the sale.
- 9) After deducting all costs, fees, and expenses of trustee and of this trust, including cost of evidence of title and reasonable counsel fees in connection with sale, trustee shall apply the proceeds of sale to payment of (a) all sums expended under the terms hereof and not theretofore repaid, with accrued interest at ten percent (10%) per annum, and (b) all other sums then secured hereby in such order as beneficiary in the exercise of its sole discretion, directs; and the remainder, if any, shall be paid to the person or persons legally entitled thereto.
- 10) Before trustee's sale, beneficiary may rescind such notices of default and of election to cause the property to be sold by delivering to trustee a written notice of rescission, which notice, when recorded, shall cancel any prior declaration of default, demand for sale, and acceleration of maturity. The exercise of such right of rescission shall not constitute a waiver of any default then existing or subsequently occurring, or impair the right of beneficiary to deliver to trustee other declarations of default and demands of sale or notices of default and of election to cause the property to be sold, or otherwise affect any provision of said note or of this deed or any of the rights, obligations, or remedies of beneficiary or trustee hereunder.
- 11) Beneficiary may from time to time, as provided by statute, or by a writing signed and acknowledged by him and recorded

in the office of the county recorder of the county in which said land or such part thereof as is then affected by this deed of trust is situated, appoint another trustee in place and stead of trustee herein named; and thereupon, the trustee herein named shall be discharged, and trustee so appointed shall be substituted as trustee hereunder with the same effect as if originally named trustee herein.

- 12) If two or more persons be designated as trustee herein any, or all, powers granted herein to trustee may be exercised by any of such persons if the other person or persons is unable, for any reason, to act, and any recital of such inability in any instrument executed by any of such persons shall be conclusive against trustor, his heirs and assigns.
- 13) All leases now or hereafter affecting said property are hereby assigned and transferred to beneficiary by the trustor and trustor hereby agrees and covenants that none of said leases will be modified or terminated without the consent in writing of the beneficiary.
- 14) When requested so to do trustor shall give such further written assignments of rents, royalties, issues, and profits, of all security for the performance of leases, and of all money payable under any option to purchase, and shall give executed originals of all leases, now or hereafter on or affecting the property.
- 15) Trustor reserves the right, prior to any default in payment of any indebtedness or performance of any obligation secured hereby, to collect all such rents, royalties, issues, and all profits, as but not before they become due. Upon any such default, trustor's right to collect such moneys shall cease, not only as to amounts accruing thereafter but also as to amounts then accrued and unpaid. In the event of default, beneficiary, with or without notice and without regard to the adequacy of security for the indebtedness hereby secured, either in person or by agent, or by a receiver to be appointed by the court, (a) may enter upon and take possession of the property at any time and manage and control it in beneficiary's discretion and, (b) with or without taking possession, may sue for or otherwise collect the rents, issues, and profits thereof, whether past due or coming due thereafter, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any obligation secured hereby and in such order as beneficiary determines. None of the aforesaid acts shall cure or waive default hereunder or invalidate any act done pursuant to such notice. Beneficiary shall not be required to act diligently in the care of or management of the property or in collecting any rents, royalties, or other profits that is hereby authorized to collect, and shall be accountable only for sums actually received.
- 16) Without affecting the liability of trustor or any other party now or hereafter bound by the terms hereof for any obligation secured hereby, beneficiary, from time to time and with or without notice, may release any person now or hereafter liable for the performance of such obligation, and may extend the time for payment or performance, accept

- 17) additional security, and alter substitute, or release any security.
- 17) In any action brought to foreclose this deed or to enforce any right of beneficiary or of trustee, hereunder, trustor shall pay to beneficiary and to trustee attorney's fees in a reasonable sum, to be fixed by the court.
- 18) No remedy hereby given to beneficiary or trustee is exclusive of any other remedy under or hereunder any present or future law.
- 19) The pleading of any statute of limitations as a defense to any and all obligations secured by this deed is hereby waived, to the full extent permissible by law.
- 20) In the event of default in the payment of any indebtedness secured hereby and if such indebtedness is secured at any time by any other instrument, beneficiary shall be not obligated to resort to any security in any particular order and the exercise by beneficiary of any right or remedy with respect to any security shall not be a waiver of or limitation upon the right of beneficiary to exercise, at any time or from time to time thereafter, any right or remedy with respect to this deed.
- 21) Any trustor who is a married woman expressly agrees that recourse may be had against her separate property, but without hereby creating a present or any lien or charge thereon, for any deficiency after sale of property hereunder.
- 22) Trustor shall, upon request made by beneficiary, furnish the beneficiary with annual statements covering the operations of said property.
- 23) This deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, successors in interest, and assigns. The term "beneficiary" means 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, and all obligations of each trustor hereunder are joint and several.
- 24) Trustee accepts this trust when this 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 any action or proceeding in which trustor, beneficiary, or trustee is a party unless brought by trustee.

Trustor requests that a copy of any notice of default and of any notice of sale hereunder shall be mailed to him at the address set out opposite his signature hereto.

Mailing Address for Notices

H. Sid Turner
H. Sid Turner
Trustor
747 Lewelling Boulevard, San Leandro, California

STATE OF CALIFORNIA

COUNTY OF Alameda

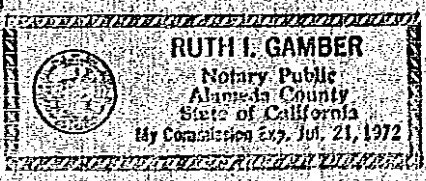
ss.

ON May 5, 19 70,
before me, the undersigned, a Notary Public in and for said State, personally appeared

H. Sid Tunnen

known to me,
to be the person whose name is subscribed to the within instrument,
and acknowledged to me that he executed the same.

WITNESS my hand and official seal.



Ruth I. Gamber
Ruth I. Gamber

NAME (TYPED OR PRINTED)
Notary Public in and for said State.

ACKNOWLEDGMENT—General—Notary Form 233—Rev. 3-64

31) Any trustor who is a married woman expressly binds her separate property, but without hereby creating a present or any lien or charge thereon, for any deficiency after sale of property hereunder.

32) Trustor shall, upon request made by beneficiary, furnish the beneficiary with annual statements covering the operations of said property.

33) This deed applies to, inure to the benefit of, and binds all parties hereto, their heirs, legal representatives, administrators, executors, successors, assigns and assigns, and assigns, the term "beneficiary" means the person and holder, including assignees, of the note secured hereby, whether or not named as beneficiary herein. In this deed, whenever the context requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural, and all obligations of each trustor hereunder are joint and several.

34) Trustee accepts this trust when this deed is executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to pay any debt or liability of pending sale under any other deed of trust or any action or proceeding in which trustor, beneficiary, or trustee is a party unless provided by trustee.

Trustor requests that a copy of any notice of default and any notice of sale hereunder shall be mailed to him at the address set out opposite his signature hereto.

RECORDED AT THE REQUEST OF Hulsey, Beus, Wilson, Scott & Murphy
on May 13, 1970, at 45 mins. past 10 A. M. in
Book 35 of OFFICIAL RECORDS, page 160-167, RECORDS OF
CLATSOP COUNTY, OREGON
Fee \$ 9.00