

THIS DEED OF TRUST, made this 21st day of October
A. D. 1969, by Willes Park and Lois Pollard

to Trustee, and Nevada Title Guaranty Company

A corporation duly organized and existing today, and by virtue of the laws of the State of Nevada,
as Trustee, and FIRST NATIONAL BANK OF NEVADA, Reno, Nevada, a corporate organized and existing under
and by virtue of the laws of the United States of America, as Beneficiary. (It is distinctly understood that the word "Trustee"
and the word "Bank" referring to the Trustee, as herein used, are intended to and do include the singular, compound
and plural, genders and the singular and plural numbers, as indicated by the context.)

WITNESSETH: That said Trustee hereby grants, conveys and conveys unto said Trustee in trust with power of
sale, the following described real property where is the

County of Carson, State of Nevada, to-wit:

South 1/8, Sec. 4, T. 22 N., R. 54 E., NEBRASKA

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise
appertaining, and the revenue and reverses, remainders and remainders, rents, issues and profits thereof, subject, how-
ever, to the right, power and authority heretofore given to and conferred upon the Beneficiary to collect and apply such
rents, issues and profits; and also all water and water rights used in connection therewith; all shares of stock evidencing the
title, pumping stations, engines, machinery, pipes and ditches; and also all the estate, right, title and interest, heretofore, or
other claim or demand, as well in law as in equity, which the Trustee now has or hereafter may acquire of, in, and to the said
property, to and past thereof, with the appurtenances.

TO HAVE AND TO HOLD the same unto the said Trustee and its successors, upon the trust hereinafter expressed,
namely:

As security for the payment of (s) Ten Thousand and no/100----- Dollars (\$ 10,000.00)

in lawful money of the United States of America, with interest thereon in like lawful money and with expenses and accrued
fees according to the terms of the promissory note or notes for said sum executed and delivered by the Trustee to the Bene-
ficiary; (b) such additional amounts as may be hereafter loaned by the Beneficiary or its successor to the Trustee or any of
them, or any increase in interest of the Trustee, with interest thereon, and any other indebtedness or obligation of the
Trustee or any of them, and any present or future demands of any kind or nature which the Beneficiary, or its successor,
may have against the Trustee or any of them, whether created directly or acquired by assignment; whether absolute or
contingent, whether due or not, or whether otherwise secured or not, or whether existing at the time of the execution of this
instrument, or arising thereafter; also as security for the payment and performance of every obligation, covenant, promise
or agreement herein or in said note or notes contained. Trustee grants to beneficiary the right to receive notice that this deed
of trust is security for additional amounts and obligations not specifically mentioned herein but which constitute indebted-
ness or obligations of the trustee for which beneficiary may claim this deed of trust as security.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: The Trustee promises to properly care for and keep the property herein described in first class condition,
order and repair; to care for, protect and repair all buildings and improvements situated thereon; not to remove or demolish
any buildings or other improvements situated thereon; to restore any unoccupied building or improvement damaged or de-
stroyed therein; to complete in a good workmanlike manner any building or other improvement which may be constructed
thereon; and to pay, when due, all claims for labor performed and for materials furnished therefor; to underpin and support
when necessary, any building or other improvement situated thereon; and otherwise to protect and preserve the same; to
comply with all local, state and national regulations with reference to any alterations or improvements made thereon; not to
commit or permit any waste or deterioration of said buildings and improvements or of said premises; to keep insured all
buildings and improvements on said property against loss or damage by fire and such other casualties as may be designated
by the Beneficiary, in an amount not less than the sum due the Beneficiary, or for their insurable value, whichever is lower.

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in some insurance company or companies to be approved by the Beneficiary, the policies of which insurance shall be paid up in case of loss to the Beneficiary, and shall be delivered to and held by it as security, which said delivery shall constitute an assignment by Trustee to Beneficiary of all rights under the policy, including any reserve premium to pay, when due, all taxes, assessments and levies affecting said property (including assessments on improvement over stock) and any costs or expenses thereto; to pay when due all mortgages, deeds of trust and other encumbrances which set or appear to be a lien or a charge upon the property or any part thereof, prior to this deed of trust. If the above described property is farm land, Trustee agrees to fairly cultivate and irrigate said premises in a proper, improved and husbandmanlike manner, to keep said premises free from weeds, ferns and other noxious growths; to keep all vineyards, and orchards, and crops, now or hereafter planted on said premises, properly cultivated, irrigated, fertilized, pruned, sprayed and fumigated; to replace all dead or unproductive vines or trees with new ones; to keep all buildings, fences, ditches, canals, wells and any and all other farming improvements on said premises in first class condition, order and repair.

If the Trustee fails to make any payment or perform any act which he is obligated to make or perform hereby, then the Trustee, or Beneficiary, at the election of either of them, without demand or notice to the Trustee, or any successor in interest of the Trustee, or any of them, may make such payment or perform such act and incur any liability, or expend whatever amounts, in its absolute discretion, it may deem necessary therefor. All sums incurred or expended by the Trustee, or Beneficiary, under the terms hereof, shall become immediately due and payable by the Trustee to the Trustee or Beneficiary, when so incurred or expended, and shall bear interest from paid at the rate of ten per cent (10%) per annum, and shall be secured hereby.

SECOND: The Trustee promises to appear and defend any action or proceeding purporting to affect the interest of the Beneficiary hereunder, of the said property or any part thereof, or the rights, power and duties of the Trustee hereunder; and the Trustee or Beneficiary may likewise appear in and defend any such action or proceedings and take such action therein as either of them may be advised; and all costs and expenses, including costs of evidence of title, and reasonable attorney fees incurred or expended by the Beneficiary or Trustee in such action or proceeding, shall become immediately due from the Trustee to the Beneficiary or Trustee when so incurred or expended, and shall bear interest until paid at the rate of ten per cent (10%) per annum, and shall be secured hereby.

In the event that any action or proceeding is brought to exercise the right of eminent domain on said property, or any part thereof, the Trustee agrees to pay to the Beneficiary all sums received by him as compensation or damages for the condemnation of said property, or any part thereof, and said sum shall be applicable to the payment of the indebtedness secured hereby, whether due or not.

THIRD: As additional security, Trustee hereby gives to and confers upon the Beneficiary the right, power and authority during the continuance of these trusts to collect the rents, issues and profits of said property or of any personal property located thereon, with or without taking possession of the property affected hereby, reserving unto the Trustee the right, prior to any default by Trustee in payment of any indebtedness secured hereby, or in the performance of any agreement hereunder, to collect and retain such rents, issues and profits as they may accrue and become payable.

FOURTH: The Trustee or Beneficiary may enter the premises and inspect the same at any time during the existence of the trust hereby created, and in case default be made in the payment of any sum secured hereby, or in the performance of any act the performance of which is secured hereby, the Trustee shall be entitled at any time, at its option, either by itself or by a Receiver to be appointed by a court therefore, to enter upon and take possession of the above-granted premises, or any part thereof, and to do and perform such acts of repair, cultivation, protection or irrigation as may be necessary or proper to conserve the value thereof; to rent or lease the same or any part thereof for such rental, term and upon such conditions as its judgment may dictate, and to collect and receive the rents, issues and profits thereof; also to prepare for harvest, harvest, remove and sell any crops that may be growing upon said premises (which rents, issues, profits and crops, present and future, are hereby assigned to the Trustee as further security, but which assignment Trustee agrees not to enforce so long as Trustee is not in default in payment of any sum or performance of any act to be made or performed hereunder, provided that in no event shall the Trustee collect any of said rents, issues and profits prior to actual), and apply such rents, issues and profits, or the proceeds of the sale of any of said crops, in the manner hereinafter specified in respect of proceeds of sale of said premises, and also to do any other act or acts, as it may deem necessary or proper, in the use, management or operation of the said premises, or to protect or conserve the value thereof, the specific enumerations herein not excluding the general; and in the event that the Trustee shall exercise the option in this paragraph granted, the Trustee agrees to surrender to the Trustee peaceable possession of said premises, and not to interfere in any manner with the exercise of the rights in this paragraph granted; and the expenses therein incurred, including compensation to said Trustee and Receiver, and attorney fees and costs and disbursements, shall be deemed to be a portion of the expense of this trust, and secured hereby. Trustee also assigns to Trustee, as further security for the performance of the obligations secured hereby, all prepaid rents and all monies which have been or may hereafter be deposited with said Trustee by any lessee of the premises hereinbefore described, to secure the payment of any rent, and upon default in the performance of any of the provisions hereof Trustee agrees to deliver said rents and deposits to the Trustee.

FIFTH: The Beneficiary may without notice to or consent of Trustee extend the time of the payment of any indebtedness secured hereby to any successor in interest of the Trustee without discharging the Trustee from liability thereon. If the Trustee shall sell, convey or alienate said property or any part thereof, or any interest therein, or shall be divested of his title in any manner or way, whether voluntary or involuntary, any indebtedness or obligation secured hereby, irrespective of the maturity dates expressed in any note evidencing the same, at the option of the holder hereof, and without demand or notice, shall immediately become due and payable. At any time, or from time to time, without liability therefor and without notice, upon written request of the Beneficiary, and without affecting the personal liability of any person for the payment of the indebtedness secured hereby, or the effect of this deed of trust upon the remainder of the said property, Trustee may: Recover any part of said property; consent to the making of any map or plan thereof; join in granting any easement thereon, or join in any extension agreement, or any agreement subordinating the lien or charge hereof. Acceptance by Beneficiary of any sum in payment of any indebtedness secured hereby, after the date when the same is due, or after the filing of breach and election to sell, shall not constitute a waiver of the right either to require prompt payment when due of all other sums so secured, or to declare default as herein provided for failure so to pay, or to proceed with the sale under any such notice of breach and election to sell, for any unpaid balance of said indebtedness. If the Beneficiary holds any additional security for any obligation secured hereby, it may enforce the sale thereof, at its option, either before or after a sale is made hereunder.

The Trustee or Beneficiary may at any time commence and maintain an action in any court of competent jurisdiction and obtain the aid and direction of said court in the execution by it of the trusts, or any of them, herein expressed or contained, and may, in such action, obtain orders or decrees, interlocutory or final, of said court, directing the execution of said trusts, and directing, confirming or approving its acts or any of them, or any sales or conveyances made or to be made by it, adjudging the validity thereof and further determining any deficiency on the part of the Trustee remaining after such sale, and directing that the purchasers of the land and premises sold be put into immediate possession thereof, and providing for orders of court or other process, requiring the sheriff of the county in which said lands and premises are situated to place and maintain the said purchasers in quiet and peaceable possession of the lands and premises so purchased by them. In the event of default hereunder the Trustee may, at its option, being an action in any court of competent jurisdiction to foreclose this instrument as a mortgage, or to enforce any of the covenants hereof. The Beneficiary may also bring an action to enforce the payment of any note or indebtedness secured hereby, without causing the Trustee to sell the property as herein provided, the said Trustee hereby waiving any provision of law requiring that the security conveyed by the Trustee to the Trustee herein be sold prior to the commencement of any such action. The rights and remedies hereby granted shall not exclude any other rights or remedies granted herein, or by law, and all rights and remedies granted hereunder, or permitted by law, shall be concurrent and cumulative. In any action brought pursuant to the provisions hereof, the plaintiff shall

be entitled to a reasonable sum, to be fixed by the court as attorney fees expended by the plaintiff in the prosecution of said action.

SIXTH: Upon payment of all sums secured hereby, the Trustee shall recover, without warranty, the estate vested in it hereby, and the grantee in said reconveyance may be described in general terms as "the person or persons legally entitled thereto". The recitals in any full or partial reconveyance shall be conclusive proof against all persons of the truthfulness thereof. All reconveyances shall be at the cost of the grantee.

SEVENTH: 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 evidenced in any conveyance under which said trustee 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 months shall have elapsed following the recording of said notice of breach or default, the Trustee shall give notice of the time and place of sale in the manner and for a 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 so sold, but without 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 or fact, shall be conclusive proof of the truthfulness thereof, and such deed shall be conclusive against all persons as to all matters or facts therein recited. Any person, including Trustee, Trustee or Beneficiary, may purchase at such sale. Trustor hereby agrees to surrender immediately, and 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 five per cent (5%) 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 search of or certificate 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 become due upon any default hereunder made by the Trustor. The Trustee 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 exercise of its absolute discretion, may direct. Any surplus 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.

EIGHTH: Any Trustor who is a married woman hereby expressly agrees that recourse may be had against her separate property for any deficiency after the sale of the property hereunder.

NINTH: Said Trustor hereby agrees that whenever said Beneficiary or Trustee shall record said notice of breach or default and of election of Beneficiary to sell et cause to be sold said property, or whenever said Trustee shall give notice of sale of said property as herein provided, said recordation of notice of breach or default, or publication of notice of sale, shall ipso facto, so far as regards the indebtedness hereby secured and this instrument, extend any and all statutes limiting the time for the commencement of actions to enforce the payment of the sums secured hereby or any part thereof, which are now or which may hereafter be in force or effect, until thirty (30) days after the Trustee hereunder shall have completed a sale of said premises and shall have executed and delivered to the purchaser a deed of said premises, and said Trustor hereby expressly waives the right to plead any such statute or statutes of limitation in any action or proceeding to which the Trustor may be a party, provided said action is brought within the time herein provided.

Trustee further agrees that the Beneficiary may from time to time, and for periods not exceeding one (1) year, in behalf of the Trustor, renew or extend any promissory note secured hereby, and said renewal or extension shall be conclusively deemed to have been made when so endorsed on said promissory note or notes by the Beneficiary in behalf of the Trustor.

TENTH: The Beneficiary may, at any time, by instrument in writing, appoint a successor or successor to, or discharge and appoint a new Trustee in the place of, any Trustee named herein or acting hereunder, which instrument, executed and acknowledged by Beneficiary, and recorded in the office of the County Recorder of the county or counties where is said property is situated, shall be conclusive proof of the proper substitution of such successor or successors or new Trustee, who shall have all the estate, powers, duties, rights and privileges of the predecessor Trustee.

ELEVENTH: All the provisions of this instrument shall inure to and bind the heirs, devisees, legal representatives, successors and assigns of each party hereto, respectively. All obligations of each Trustor hereunder are joint and several. The rights or remedies granted hereunder or by law shall not be exclusive but shall be concurrent and cumulative.

TWELFTH: It is expressly agreed that the trusts created hereby are irrevocable by the Trustor.

THIRTEENTH: In the event of any tax or assessment on the interest under this deed of trust it will be deemed that such taxes or assessments are upon the interest of the Trustor, who agrees to pay such taxes or assessments although the same may be exercised against the Beneficiary or Trustee.

FOURTEENTH: In the event of a default in the performance or payment under this deed of trust or the security for which this deed of trust has been executed, any notice given under Section 107.030 N.R.S. shall be given by registered letter to the trustee(s) addressed to P. O. Box 272, Eureka, Nevada

and such notice shall be binding upon the trustee(s), assignee(s), or grantee(s) from the trustee(s).

IN WITNESS WHEREOF, the Trustor has executed these presents, the day and year first above written.

ADDRESS OF TRUSTOR:

Box 272, Eureka, Nevada

Box 272, Eureka, Nevada

Mr. Carl Pollard
Spia Pollard

State of Nevada
County of Eureka

On this 2nd day of October, in the year A.D.
one thousand nine hundred and Sixty Eight,
before me,
a Notary Public in and for said County of Eureka,
personally appeared William Earl Dillard and wife,

known to me to be the persons who signed above, subscribed to the within instrument, and acknowledged to me
that they executed the same freely and voluntarily and for the uses and purposes thereon mentioned.

In witness whereof, I have hereunto set my hand and affixed my
Official Seal at my office in the said County of
Eureka, the day and year in this certificate first
above written.

Lillian M. Leutzinger

Notary Public in and for the County of Eureka
State of Nevada.

WILLIAM M. LEUTZINGER

NOTARY PUBLIC

DEED OF TRUST
AND AMENDMENT TO TRUST

WHEN RECORDED MAIL TO
FIRST NATIONAL BANK OF NEVADA
Reno, Nevada
Attn: [Signature]
(Name of Branch)

Trustee.	FOR	Beneficiary.	Branch	County, Nevada	Duly Executed.
TO	FIRST NATIONAL BANK OF NEVADA Reno, Nevada	A.D. 19	FIRST NATIONAL BANK OF NEVADA Reno, Nevada	A.D. 19	RECORDED
	Filed for record at the request of				

MAKING AT THE REQUEST OF Neil Dillard
on Dec. 2 1970 in 40 min. 4 P.M.
Book 37 of OFFICIAL RECORDS page 178-181 RECORDS OF
EUREKA COUNTY, NEVADA Neil Dillard witness
File No. 57160 Date Dec. 6, 1970 No. 6.00