

DEED OF TRUST

THIS DEED OF TRUST, made this 15th day of December, 1972,  
by and between SHADY MEADOWS, INC., a Corporation, as Trustor,  
and FIRST AMERICAN TITLE COMPANY OF NEVADA, as Trustee, and WILLIAM  
PLETZ, a single man, as Beneficiary;

W I T N E S S E T H:

That the said Trustor hereby grants, bargains, and sells  
and conveys and confirms unto the said Trustee and its successors  
and assigns, with power to sell, the following described real property,  
situate in the County of Eureka, State of Nevada, more particularly  
described as follows:

Parcel I.

Township 20 North, Range 53 East, MDB&M.

Section 4: Lots 15 and 16; S $\frac{1}{2}$ NE $\frac{1}{4}$ ; SE $\frac{1}{4}$

Parcel II.

Township 21 North, Range 53 East, MDB&M.

Section 33: NE $\frac{1}{4}$ ; E $\frac{1}{2}$ NW $\frac{1}{4}$

Section 34: Lots 1, 2, 3, and 4; N $\frac{1}{2}$ S $\frac{1}{2}$

Parcel III.

Township 21 North, Range 53 East, MDB&M.

Section 33: NE $\frac{1}{4}$ SW $\frac{1}{4}$ ; N $\frac{1}{2}$ SE $\frac{1}{4}$ ; Lots 2, 3, 4, 5, 6, and 7.

Parcel IV.

Township 21 North, Range 53 East, MDB&M.

Section 34: N $\frac{1}{2}$

TOGETHER with all buildings and improvements situate  
on said property.

TOGETHER with all water, water rights, and rights to the use of water obtained by virtue of those certain State of Nevada water permits Numbers 19371, 19378, 20000 and 20001, and State of Nevada water Certificate Numbers 6784, 6785, 6760, and 6786, and all dams, ditches, canals, and other means or devices used for the diversion or use of waters appurtenant to the said property or any part thereof.

TOGETHER with all minerals, oil, or gas owned by the Trustor herein, lying on, in, or under the above parcels of real property.

TOGETHER with all existing easements and rights-of-way for ingress and egress to said property.

TO HAVE AND TO HOLD said premises unto the Trustee and to its successors and assigns, upon the trusts, covenants, and agreements herein expressed and as security for the payment of a certain Promissory Note, dated December 15, 1972, for the principal sum of \$ 65,400.00-----, bearing interest from December 15, 1972, at the rate of 6.5% per annum, said principal sum and interest being payable in monthly installments of interest only, for 36 months, and thereafter installments of \$ 655.31----- per month, including interest, until the entire balance of said Note is paid in full; said Note being executed by the Trustor herein to the said Beneficiary and payable at Portland, Oregon, or wherever else he may in writing designate. Said Note is hereby referred to and incorporated herein, as though set forth in full herein.

This Deed of Trust is also given as security for the payment of any and all monies which the Beneficiary and Trustee, or either of them, may or shall hereafter loan or advance to the Trustor, or advance for its account, even though the said loan or advance may be secured by other Mortgage or Deed of Trust, and as security for the payment of all other monies that may become due from the Trustor, from any cause whatsoever, including the payment of all other monies



hereby agreed or provided to be paid by the Trustor, or which may be paid out, or advanced by the Trustee or by the Beneficiary under the provisions of this Deed of Trust.

The Trustor hereby covenants and agrees:

1. The Trustor promises and agrees to properly care for and keep the property herein described in at least as good a condition of repair and maintenance as the same now is, subject to normal wear and tear, and to care for, protect, and repair any and all buildings situate thereon, and to otherwise protect and preserve said premises and not to commit nor permit any waste or deterioration thereof, and to pay when due all claims for labor performed or material furnished thereon.
2. That the Beneficiary, or his duly authorized agents, shall at all reasonable times have the right to enter upon and inspect the said premises.
3. The Trustor covenants, warrants, and represents that the title conveyed is a fee simple, absolute title, free and clear of all encumbrances; that he will forever warrant and defend the title to the said premises to the Trustee and Beneficiaries, and their successors and assigns, against all lawful claims and demands of all persons whomsoever; however, it is understood that this Deed of Trust is second and subordinate to a prior Deed of Trust, executed by WILLIAM PLETZ, in favor of MERLE COLVIN KELLY, et al, doing business as KEBCO FARMS, a co-partnership, which Deed of Trust is dated February 18, 1969, and recorded February 18, 1969, in Book 27, of



Official Records, at page 590. Trustor herein has assumed the payment of said Deed of Trust and the obligation secured thereby; and any default by the Trustor in the payment thereof shall be deemed a default in this Deed of Trust. If the Trustor herein should default in the payment or performance of said KEBCO Deed of Trust, and by reason thereof the Beneficiary or Trustee herein is required to make any payments or incur any expenses to protect and preserve the same, the said Trustee and Beneficiary shall be entitled to reimbursement from the Trustor upon demand, and any failure to make such reimbursement, with interest thereon at the rate of 6.5% per annum, shall be deemed a default in this Deed of Trust.

4. The following covenants, No. 1, 2 (\$ NONE ), 3, 4 (6.5%), 5, 6, 7 (Reasonable), 8, and 9 of Section 107.030 NRS are hereby adopted and made a part of this Deed of Trust.

5. The reconveyance of this Deed of Trust shall be at the cost and expense of the Trustor, or such other persons entitled to reconveyance.

6. The acceptance by the Beneficiary of any payment of the indebtedness hereby secured shall not operate as a waiver by the Beneficiary, of any default by the Trustor made previously to such payment in any of the covenants or agreements to be made, kept, and performed by the Trustor herein as provided.

7. All the provisions of this instrument shall apply to and bind the legal representatives, successors, and assigns of the respective parties hereto; and it is distinctly understood and agreed that the words Trustor, or Grantor, Trustee or Beneficiary, as used in this instrument, and any pronoun referring thereto, is intended to and



does include the masculine, the feminine, and the neuter genders, and the singular and plural numbers; that the covenants and agreements of the Trustor or Grantor herein shall be construed to be the joint and several covenants and agreements of all persons who sign this instrument. If any provision of this Deed of Trust be judicially declared invalid, such decision shall not affect the validity of the remaining provisions, and if any sale made hereunder shall be judicially declared invalid, or deemed by the Beneficiary to be invalid, such sale shall not exhaust the power of sale; and the Trustee, at the request of the Beneficiary, may proceed anew with the sale of this property, in order to enforce fully the provisions of this Deed of Trust.

8. Said Trustor agrees that the said Trustee, or its successors in interest, shall not incur any liability on account of any act done or omitted to be done, in good faith, under the provisions of this Deed of Trust and that said Trustee shall be fully protected in acting upon any statement, report, order, notice, request, or consent, or other paper or document believed to be genuine and signed by the proper parties.

IN WITNESS WHEREOF, the said Trustor has caused its name to be executed the day and year first above written.

SHADY MEADOWS, INC.

By *Edward P. Christ*



STATE OF Idaho  
COUNTY OF Miner

SS.

On this 26<sup>th</sup> day of December, 1972, personally appeared  
before me Leonard Christensen, known to me to be the  
Pres of SHADY MEADOWS, INC., who acknowledged that he  
executed the above instrument.

Joyce Cook  
NOTARY PUBLIC, Miner Co. Idaho



RECORDED AT THE REQUEST OF United Farm Agency  
on Dec. 29, 19 72, at 32 min. past 4 P. M. in  
Book 44 of OFFICIAL RECORDS, page 214-219 RECORDS OF  
EUREKA COUNTY, NEVADA. William A. Roberts Recorder  
File No. 36527 Fee \$ 8.00