

DEED OF TRUST

THIS DEED OF TRUST, made this 2nd day of August, A.D. 1979, by and between STEVEN DENNIS PETERSEN and DENISE NADINE PETERSEN, husband and wife, of the City of Los Angeles, State of California, hereinafter called TRUSTOR, and TITLE SERVICE AND ESCROW COMPANY OF NEVADA, a Nevada corporation, hereinafter called TRUSTEE, and W. E. ROUSE and BARBARA J. ROUSE, husband and wife, of the Town of Wells, County of Elko, State of Nevada, hereinafter called the BENEFICIARY: it being understood that the words used here in any gender include all other genders, and singular number includes the plural and the plural the singular,

W I T N E S S E T H:

That Trustor does hereby grant, bargain, sell, convey and confirm unto Trustee, IN TRUST, with power of sale, all that certain real property situate, lying and being in the County of Eureka, State of Nevada, more particularly described as follows, to-wit:

PARCEL 1:

TOWNSHIP 21 NORTH, RANGE 53 EAST, M.D.B. & M.

Section 7: Lots 7, 8, E 1/2 SW 1/4, SE 1/4

EXCEPTING THEREFROM all the oil and gas in the lands 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 the Act of July 17, 1914, 38 Stat. 509, as reserved in Patent from the United States of America, recorded April 12, 1965, in Book 7, Page 139, Official Records, Eureka County, Nevada.

Together with any and all improvements situated thereon.

Together with any and all water and water rights

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1 appurtenant thereto, including, but not limited
2 to those certain rights as issued by the Office
3 of the State Engineer, Division of Water Resources,
4 Carson City, Nevada.

5 AND, ALSO, all the estate, interest, homestead or other
6 claim, as well in law as in equity, which said Trustor now has or
7 may hereafter acquire in and to said property, together with all
8 easements and rights-of-way used in connection therewith, or as
9 a means of access thereto, and all and singular, the tenements,
10 hereditaments, and appurtenances thereunto belonging, or in any-
11 wise apperating, and the reversion and reversions, remainder
12 and remainders, rents, issues and profits thereof. Trustor also
13 assigns to Beneficiary all rents, issues and profits of said
14 realty reserving the right to collect and use the same except
15 during continuance of default hereunder and during continuance of
16 such default authorizing Beneficiary to collect and enforce the
17 same for any lawful means in the name of any party hereto.

18 TO HAVE AND TO HOLD the same unto the said Trustee,
19 and its successors and assigns, for the purpose of securing:

20 Payment of indebtedness in the sum of Ninety
21 Thousand Six Hundred Dollars (\$90,600.00) evi-
22 denced by a Promissory Note of even date here-
23 with, with interest thereon, according to the
24 terms of said Note, which Note by reference is
25 hereby made part hereof, executed by Trustor
26 and delivered to Beneficiary, and payable to the
27 order of Beneficiary, and any and all extensions
28 or renewals thereof; payment of such additional
29 sums with interest thereon, as may be hereafter
30 loaned by the Beneficiary to Trustor when evi-
denced by the Promissory Note or Notes of Trustor;

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1 payment of all other sums with interest thereon
2 become due or payable under the provisions here-
3 of to either Trustee or to Beneficiary, and the
4 performance and discharge of each and every obli-
5 gation, covenant and agreement of Trustor herein
6 contained or herein adopted by reference.

7 AND THIS INDENTURE FURTHER WITNESSETH:

8 FIRST: Trustor promises and agrees to pay when due
9 all claims for labor performed and materials furnished for any
10 construction, alteration or repair upon the above-described prop-
11 erty and premises; to comply with all laws affecting said prop-
12 erty or relating to any to any alterations or improvements that
13 may be made thereon; not to commit or permit waste thereon, not
14 to commit, suffer or permit any acts upon said property in vio-
15 lation of any law, covenant, conditions or restrictions affect-
16 ing said property.

17 SECOND: The following covenants: Nos. 1, 2, (full in-
18 surable value), 3, 4, (interest as set forth in the Promissory
19 Note), 5, 6, 7 (counsel fees 10%), 8 and 9 of Nevada Revised
20 Statutes, Section 107.030, are hereby adopted and made a part of
21 this Deed of Trust.

22 THIRD: Trustor agrees to pay any deficiency arising
23 from any cause after application of the proceeds of the sale
24 held in accordance with the provisions of the covenants herein-
25 above adopted by reference.

26 FOURTH: The rights and remedies hereby granted shall
27 not exclude any other rights or remedies granted hereunder or
28 permitted by law shall be concurrent and cumulative. A viola-
29 tion of any of the covenants herein expressly set forth shall
30 have the same effect as the violation of any covenant herein

1 adopted by reference.


2 FIFTH: All the provisions of this instrument shall
3 inure to and bind the heirs, executors, successors and assigns
4 of the Beneficiary and shall inure to, apply to, and bind the
5 legal representatives, successors, and assigns of each of the
6 other parties hereto, respectively.

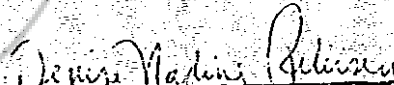
7 SIXTH: Trustor hereby assigns to the Trustee any and
8 all rents of the above-described property and premises and here-
9 by authorizes Trustee, without waiving or affecting the right of
10 foreclosure or any other right hereunder, to take possession of
11 the premises at any time after there is a default in the payment
12 of said debt or in the performance of any of the obligations
13 herein contained, and to rent the premises for the account of
14 the Trustor.

15 SEVENTH: The Trustor shall, at all times, fully util-
16 ize the underground waters represented by the permits issued by
17 the Office of the State Engineer of the State of Nevada, Division
18 of Water Resources, Carson City, Nevada, as hereinabove set
19 forth so that the same may not be lost by either abandonment or
20 forfeiture.

21 EIGHTH: It is hereby expressly agreed that the Trust
22 created hereby is irrevocable by Trustor.

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

25 
26 Steven Dennis Petersen

27 
28 Denise Nadine Petersen
29
30

1 STATE OF *California* }
2 COUNTY OF *Los Angeles* } SS.

3 On this *2nd* day of *August*, A.D. 1979, person-
4 ally appeared before me, a Notary Public, STEVEN DENNIS PETERSEN
5 and DENISE NADINE PETERSEN, husband and wife, who acknowledged
6 that they executed the foregoing instrument.



Charmaine Haskins
Notary Public



15 68980

16 RECORDED AT THE REQUEST OF Title Service & Escrow Co. of Nevada
17 on August 13, 19 79, at 03 mins. past 10 A.M. in
18 Book 72 of OFFICIAL RECORDS, page 39-43 RECORDS OF
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder
19 File No. 68980 Fee \$ 7.00

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