

70817

RECORDING REQUESTED BY

WHEN RECORDED, PLEASE MAIL TO

RECORDED AT THE REQUEST OF Marion Van Vliet on October 23, 1979, at 25 mins. past 11 A.M. 11 Book 75 of OFFICIAL RECORDS, page 450-451, RECORDS OF EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder File No. 70817 Fee \$ 4.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SECOND DEED OF TRUST and Assignment of Rents

Second THIS DEED OF TRUST, made this 18th day of October, 1979, BETWEEN NEVADA STAR FEED AND FARMING, INC., a Nevada Corporation, and NICK ILLIA, an individual, herein called TRUSTOR, whose address is 2215 Boise Court Santa Rosa California 95405 (Number and Street) (City) (State) (Zip Code)

SECURITY PACIFIC NATIONAL BANK, a National Banking Association, herein called Trustee and M. VAN VLIET & SONS, INC., a California corporation, herein called BENEFICIARY,

WITNESSETH: That Trustor irrevocably GRANTS, TRANSFERS and ASSIGNS to TRUSTEE IN TRUST WITH POWER OF SALE, that property in Eureka Nevada County, California, described as:

PARCEL 1: TOWNSHIP 20 NORTH, RANGE 53 EAST, M.D.B. & M. Section 21: Lots 3, 4, 5, 6, 12, 13, 14 and 15

PARCEL 2: TOWNSHIP 20 NORTH, RANGE 53 EAST, M.D.B. & M. Section 28: Lots 1, 2, 3, 4, 5, 6, 7 and 11

EXCEPTING THEREFROM all of the oil and gas as reserved in Patents from the United States of America.

FURTHER EXCEPTING THEREFROM 1/2 of all mineral rights, oil or gas lying on, in or over said land as reserved in Deed from Edwin C. Bishop and Leta B. Bishop, his Wife, recorded August 23, 1978 in Book 65, Page 317, Official Records, Eureka County, Nevada.

TOGETHER WITH the rents, issues, royalties and profits thereof, SUBJECT HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, royalties and profits.

For the Purpose of Securing

(1) Performance of each agreement of Trustor contained herein. (2) Payment of the indebtedness evidenced by one promissory note of even date herewith in the principal sum of \$ 210,000.00 executed by Trustor and payable to Beneficiary or order, and extensions or renewals thereof.

A. To protect the security of this Deed of Trust, Trustor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at 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.

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 to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, or in any action or proceeding instituted by Beneficiary or Trustee to protect or enforce the security of this Deed of Trust or the obligations secured hereby.

4. To pay; at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all incumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

5. Should Trustor fail to make any payment or to do any act as in this Subdivision A hereof provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any incumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

6. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the rate called for in the note secured hereby, or at seven per cent per annum, whichever is greater, and the repayment thereof shall be secured hereby.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
3. At any time or from time to time, without liability therefor and 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, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting, any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof. Trustee may, but shall be under no obligation or duty to, appear in or defend any action or proceeding purporting to affect said property or the title thereto, or purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee.
4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of a full Reconveyance, Trustee may destroy said note and this Deed of Trust.
5. Trustor hereby absolutely assigns to Beneficiary during the continuance of these Trusts, all rents, issues, royalties and profits of the property affected by this Deed and of any personal property located thereon. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect all such rents, issues, royalties and profits earned prior to default as they become due and payable, save and excepting rents, issues, royalties and profits arising or accruing by reason of any oil, gas or mineral lease of said property. If Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, without taking possession of the property affected hereby, to collect all rents, issues, royalties and profits. Failure or discontinuance of Beneficiary at any time, or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Deed to, any such tenancy, lease or option.
6. Upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Trustee shall be entitled to rely upon the correctness of such notice. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.
After the lapse of such time as then may be required by law following the recordation of said notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), 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. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.
After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the rate provided in Paragraph A6; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.
7. Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such appointment, and without conveyance to the successor trustee, the later shall be vested with all title, powers and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this Deed and its place of record, which, when recorded in the office of the County Recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.
8. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean 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/or neuter, and the singular number includes the plural.
9. 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 of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.
10. Any Trustor who is a married woman hereby expressly agrees that recourse may be had against her separate property, but without hereby creating any present lien or charge thereon, for any deficiency after sale of the property hereunder.
11. For any statement regarding the obligations secured hereby, Beneficiary may charge the maximum amount permitted by law at the time of the request therefor.

The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

NEVADA STAR FEED AND FARMING, INC.
a Nevada corporation

STATE OF CALIFORNIA,
COUNTY OF Stanislaus } SS.
On October 18, 1979 before me, the undersigned, a Notary Public in and for said State, personally appeared Nick Illia

By: Nick Illia
Nick Illia, President

Nick Illia
Nick Illia, Individually

_____, known to me to be the person whose name is _____ subscribed to the within instrument and acknowledged that he _____ executed the same.
WITNESS my hand and official seal.



Wava A. Lynch
(Notary Public's Signature)

If executed by a Corporation the Corporation Form of Acknowledgment must be used.

TO 449 C
(Corporation)



STATE OF CALIFORNIA
COUNTY OF Stanislaus } SS.

On October 18, 1979 before me, the undersigned, a Notary Public in and for said State, personally appeared Nick Illia known to me to be the _____ President, and _____ of Nevada Star Feed & Farming, Inc

BY _____, 19 _____

note and all other indebtedness delivered to you under the indebtedness delivered to you by the parties designated by

~~XXXXXX~~ the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.
Signature Wava A. Lynch
Wava A. Lynch
Name (Typed or Printed)

