

DEED OF TRUST

1980 THIS DEED OF TRUST, made this 14th day of December, 1979, by and between LEONA ROWLEY, an unmarried woman, as Trustor, and FRONTIER TITLE COMPANY, as Trustee, and PEGI O. SANDERS, a married woman dealing with her sole and separate property, as Beneficiary.

WITNESSETH:

That said Trustor hereby grants, conveys and confirms unto said Trustee in trust with power of sale, the following described real property situate in the County of Eureka, State of Nevada, to-wit:

Lot 1 of Block 49 and Lots 1 through 11, inclusive, Block 50, of the Townsite of Eureka, County of Eureka, State of Nevada.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or anyway appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title and interest, homestead or other claim or demand, as well in law as in equity, which the Trustor now has or may hereafter acquire, or, in or to the said premises or any part thereof, with the appurtenances.

As additional security, Trustor hereby assigns all rents from such property and gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues, and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues, and profits as they become due and payable.

Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in her own name for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

The entering upon and taking possession of said property, the collection of such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

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

As security for the payment of Seven Thousand Dollars (\$7,000.00) in lawful money of the United States of America, with interest thereon in like money and with expenses and counsel fees according to the terms of the Promissory Note or Notes for said sum executed and delivered by the Trustor to the Beneficiary; such additional amounts as may be hereafter loaned by the Bene-

ROBERT J. JOHNSTON
ATTORNEY AT LAW
BOX 5, COUNTY COURTHOUSE
ELY, NEVADA 89301
(702) 289-8828

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1 ficiary or her successor to the Trustor or any of them, or any
2 successor in interest of the Trustor, with interest thereon, and
3 any other indebtedness or obligation of the Trustor or any of
4 them, and any present or future demands of any kind or nature
5 which the Beneficiary or her successors, may have against the
6 Trustor or any of them, whether created directly or acquired by
7 assignment; whether absolute or contingent; whether due or not,
8 or whether otherwise secured or not, or whether existing at the
9 time of the execution of this instrument, or arising thereafter;
10 also as security for the payment and performance of every obli-
11 gation, covenant, promise or agreement herein or in said note or
12 notes contained.

13 Trustor grants to Beneficiary the right to record notice
14 that this Deed of Trust is security for additional amounts and
15 obligations not specifically mentioned herein but which constitute
16 indebtedness or obligations of the Trustor for which Beneficiary
17 may claim this Deed of Trust as security.

18 AND THIS INDENTURE FURTHER WITNESSETH:

19 FIRST: The Trustor promises and agrees to pay when due
20 all claims for labor performed and materials furnished for any
21 construction, alteration or repair upon the above-described premises
22 to comply with all laws affecting said property or relating to any
23 alterations or improvements that may be made thereon; not to com-
24 mit, suffer or permit any acts upon said property in violation of
25 any law, covenant, condition or restriction affecting said property.

26 SECOND: The Trustor promises to properly care for and
27 keep the property herein described in first-class condition, order
28 and repair; to care for, protect and repair all buildings and
29 improvements situate thereon; and otherwise to protect and pre-
30 serve the said premises and the improvements thereon and not to
31 commit or permit any waste or deterioration of said buildings
32 and improvements or of said premises. If the above described
33 property is farm land, Trustor agrees to farm, cultivate and
34 irrigate said premises in a proper, approved and husbandmanlike
35 manner.

36 THIRD: The following covenants, Nos. 1, 2 (\$7,000.00
37 amount of insurance), 3, 4 (interest 10% per month), 5, 6, 7
38 (counsel fees 10%) and 8 of N.R.S. 107.030, are hereby adopted and
39 made a part of this Deed of Trust.

40 FOURTH: Beneficiary may, from time to time, as
41 provided by statute, or by a writing, signed and acknowledged by
42 her and recorded in the office of the County Recorder of the
43 County in which said land or such part thereof as is then affected
44 by this Deed of Trust is situated, appoint another Trustee in
45 place and stead of Trustee herein named, and thereupon, the
46 Trustee herein named shall be discharged and Trustee so appointed
47 shall be substituted as Trustee hereunder with the same effect as
48 if originally named Trustee herein.

49 FIFTH: Trustor agrees to pay any deficiency arising
50 from any cause after application of the proceeds of the sale held
51 in accordance with the provisions of the covenants hereinabove
52 adopted by reference.

53 SIXTH: The rights and remedies hereby granted shall not
54 exclude any other rights or remedies granted hereunder or permitted

1 by law shall be concurrent and cumulative. A violation of any of
2 the covenants herein expressly set forth shall have the same effect
as the violation of any covenant herein adopted by reference.

3 SEVENTH: In the event of any tax or assessment on the
4 interest under this Deed of Trust it will be deemed that such
5 taxes or assessments are upon the interest of the Trustor, who
6 agrees to pay such taxes or assessments although the same may be
7 assessed against the Beneficiary or Trustee.

8 EIGHTH: All the provisions of this instrument shall
9 inure to, apply, and bind the legal representatives, successors
10 and assigns of each party hereto respectively.

11 NINTH: In the event of a default in the performance or
12 payment under this Deed of Trust or the security for which this
13 Deed of Trust has been executed, any notice given under Section
14 107.080 N.R.S. shall be given by registered letter to the Trustor
15 at the address herein, P.O. Box 74, Eureka, Nevada 89316

16 and such notice shall be binding upon the Trustor, Assignee(s),
17 or Grantee(s) from the Trustor.

18 TENTH: It is expressly agreed that the trust created
19 hereby is irrevocable by the Trustor.

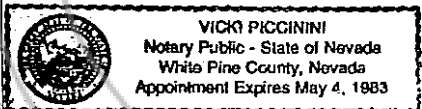
20 IN WITNESS WHEREOF, the Trustor has executed these
21 presents the day and year first above written.

22 *Leona Rowley*
23 LEONA ROWLEY

ROBERT J. JOHNSTON
ATTORNEY AT LAW
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24 STATE OF NEVADA)
25) WHITE PINE) ss.
26 County of Eureka.)

27 On this 14th day of January, 1980, before me, a
28 Notary Public, appeared LEONA ROWLEY, known to me to be the per-
29 son described in and who acknowledged that she executed the
30 above instrument.



31 *Vicki Piccinini*
32 Notary Public

72170

RECORDED AT THE REQUEST OF Frontier Title Company
on January 16, 1980, at 16 mins. past 11 A.M. In
Book 78 of OFFICIAL RECORDS, page 207-209, RECORDS OF
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder
File No. 72170 Fee \$ 5.00