

## DEED OF TRUST

THIS DEED OF TRUST, made this 22<sup>nd</sup> day of February, 1980, by and between CHARLES W. REID and CARLIE REID, husband and wife, as Trustors, and FRONTIER TITLE COMPANY, as Trustee, and BYRON L. HARRIS and UVA HARRIS, husband and wife, as Beneficiaries.

## W I T N E S S E T H:

That said Trustors hereby grant, convey and confirm 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:

PARCEL 1: located in the NW 1/4 NW 1/4 of Section 4, Township 21 North, Range 54 East, M.D.B. & M., as shown and delineated on the Tentative Map for Claudie Baggett, filed in the Office of the County Recorder of Eureka County, Nevada, on August 20, 1979, as File No. 69034.

EXCEPTING THEREFROM all the coal and other valuable minerals in said land, as reserved in Patent from the United States of America, recorded January 24, 1956, in Book 24, Page 501, Deed Records, Eureka County, Nevada.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or anywise 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 Trustors now have or may hereafter acquire, or, in or to the said premises or any part thereof, with the appurtenances.

As additional security, Trustors hereby assign all rents from such property and gives to and confers upon Beneficiaries the right, power and authority, during the continuance of these Trusts, to collect the rents, issues, and profits of said property, reserving unto Trustors the right, prior to any default by Trustors 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, Beneficiaries 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 their own names 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 Beneficiaries 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

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1 pursuant to such notice.

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

4 As security for the payment of Five Thousand Dollars  
5 (\$5,000.00) in lawful money of the United States of America, with  
6 interest thereon in like money and with expenses and counsel fees  
7 according to the terms of the Promissory Note or Notes for said  
8 sum executed and delivered by the Trustors to the Beneficiaries;  
9 such additional amounts as may be hereafter loaned by the Bene-  
10 ficiaries or their successor to the Trustors or any of them, or  
11 any successor in interest of the Trustors, with interest thereon,  
12 and any other indebtedness or obligation of the Trustors or any  
13 of them, and any present or future demands of any kind or nature  
14 which the Beneficiaries, or their successors, may have against  
15 the Trustors or any of them, whether created directly or acquired  
16 by assignment; whether absolute or contingent; whether due or not,  
17 or whether otherwise secured or not, or whether existing at the  
18 time of the execution of this instrument, or arising thereafter;  
19 also as security for the payment and performance of every obli-  
20 gation, covenant, promise or agreement herein or in said note or  
21 notes contained.

22 Trustors grant to Beneficiaries the right to record  
23 notice that this Deed of Trust is security for additional amounts  
24 and obligations not specifically mentioned herein but which consti-  
25 tute indebtedness or obligations of the Trustors for which Bene-  
26 ficiaries may claim this Deed of Trust as security.

27 AND THIS INDENTURE FURTHER WITNESSETH:

28 FIRST: The Trustors promise and agree to pay when due  
29 all claims for labor performed and materials furnished for any  
30 construction, alteration or repair upon the above-described  
31 premises; to comply with all laws affecting said property or  
32 relating to any alterations or improvements that may be made  
thereon; not to commit, suffer or permit any acts upon said  
property in violation of any law, covenant, condition or restric-  
tion affecting said property.

SECOND: The Trustors promise 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 situate thereon; and otherwise to protect and pre-  
serve the said premises and the improvements thereon and not to  
commit or permit any waste or deterioration of said buildings  
and improvements or of said premises. If the above described  
property is farm land, Trustors agree to farm, cultivate and  
irrigate said premises in a proper, approved and husbandmanlike  
manner.

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

FOURTH: Beneficiaries may, from time to time, as  
provided by statute, or by a writing, signed and acknowledged by  
them and recorded in the office of the County Recorder of the  
County in which said land or such part thereof as is then affected  
by this Deed of Trust is situated, appoint another Trustee in  
place and stead of Trustee herein named, and thereupon, the

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Trustee herein named shall be discharged and Trustee so appointed shall be substituted as Trustee hereunder with the same effect as if originally named Trustee herein.

FIFTH: Trustors agree to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

SIXTH: The rights and remedies hereby granted shall not exclude any other rights or remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.

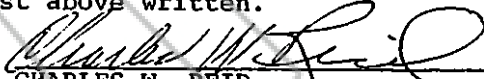
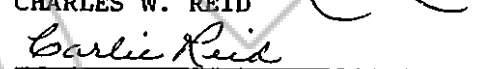
SEVENTH: In the event of any tax or assessment on the interest under this Deed of Trust it will be deemed that such taxes or assessments are upon the interest of the Trustors, who agree to pay such taxes or assessments although the same may be assessed against the Beneficiaries or Trustee.

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

NINTH: 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 107.080 N.R.S. shall be given by registered letter to the Trustors at the address herein, P.O. BOX 617, YERINGTON, NV 89447 and such notice shall be binding upon the Trustors, Assignee(s), or Grantee(s) from the Trustors.


TENTH: It is expressly agreed that the trust created hereby are irrevocable by the Trustors.


IN WITNESS WHEREOF, the Trustors have executed these presents the day and year first above written.

  
CHARLES W. REID  
  
CARLIE REID

STATE OF NEVADA, )  
County of Eureka. ) ss.

On this 22<sup>nd</sup> day of February, 1980, before me, a Notary Public, appeared CHARLES W. REID and CARLIE REID, husband and wife, known to me to be the persons described in and who acknowledged that they executed the above instrument.

  
SHERRY L. STONE  
Notary Public - State of Nevada  
Lyon County  
My Commission Expires Jan. 22, 1983

  
Notary Public  
RECORDED AT THE REQUEST OF Frontier Title Company  
ON March 19, 1980, at 56 mins. past 8 A. M., in  
Book 79 of OFFICIAL RECORDS, page 423-425, RECORDS OF  
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder  
File No. 72779 Fee \$ 5.00

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