

**AFTER RECORDING RETURN TO
FIRST CENTENNIAL TITLE**

76641

DEED OF TRUST

THIS DEED OF TRUST, made this 4th day of September 1980, by and between RUBY HILL LIMITED, a Limited Partnership, herein called TRUSTOR, FIRST CENTENNIAL TITLE COMPANY OF NEVADA, INC., a Nevada corporation, herein called TRUSTEE, and PATRICIA J. McCULLOCH, a married woman, as her sole and separate property, herein called BENEFICIARY.

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 property in the County of Eureka, State of Nevada, more particularly described as follows:

Beginning at the NE corner of said Parcel, being a point in common with the NE corner of the General Washington Mill Site (Survey No. 128B); thence S. 14°45' E., 205.00 feet; thence N. 89°45'30" W., 166.96 feet; thence N. 14°45' W., 170.26 feet; thence N. 78°15' E., 161.5 feet to the POINT OF BEGINNING, being a portion of the General Washington Mill Site (Survey No. 128B), situated in the Town of Eureka, County of Eureka, State of Nevada. *g.h.*

AND, ALSO, all the estate, interest, homestead or other claim, as well in law as in equity, which said Trustor now has or may hereafter acquire in and to said property, together with all easements and rights of way used in connection therewith or as a means of access thereto, and all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

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

Payment of an indebtedness in the sum of \$38,699.59, evidenced by a promissory note of even date herewith, with interest thereon, according to the terms of said note, which note by reference is hereby made a part hereof, executed by Trustor and delivered to Beneficiary, and payable to the order of Beneficiary, and any and all extensions or renewals thereof; payment of such additional sums, with interest thereon, as may be hereafter loaned by the Beneficiary to Trustor when evidenced by the promissory note or notes of Trustor; payment of all other sums with interest thereon becoming due and payable under the provisions hereof to either Trustee or to Beneficiary, and the performance and discharge of each and every obligation, covenant and agreement of Trustor herein contained.

BOOK 87 PAGE 198

T.O. 10852-EU

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: Trustor promises and agrees to pay when due all claims for labor performed and materials furnished for any construction, alteration or repair upon the above-described premises; to comply with all laws affecting said property or relating to any alterations or improvements that may be made thereon; not to commit or permit waste thereon, not to commit, suffer or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting said property; and to permit Beneficiary to enter at all reasonable times for the purposes of inspection.

SECOND: Trustor covenants to keep all buildings that may now or at any time be on said property during the continuance of this trust in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada, and as may be approved by Beneficiary, for at least such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust or, the maximum full insurable value of such buildings, in the event such maximum insurable value is less than the foregoing, and shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary hereby secured, and to deliver the policy to Beneficiary or to collection agent of Beneficiary, and in default thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such sum or sums as Beneficiary shall deem proper.

THIRD: The following covenants Nos. 1, 3, 4 (interest 12%), 5, 6, 7 (counsel fees-a reasonable percentage), 8 and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust.

FOURTH: Trustor agrees 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.

FIFTH: The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and 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 covenants herein adopted by reference.

SIXTH: All the provisions of this instrument shall inure to, apply to, and bind the heirs, executors, successors and assigns of the survivor of Beneficiary and shall inure to, apply to, and bind the legal representatives, successors and assigns of each of the other parties hereto, respectively. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

SEVENTH: Trustor hereby assigns to the Trustee any and all rents of the above-described premises accruing after default and hereby authorizes Trustee, or a receiver to be appointed on application of Trustee or Beneficiary, without waiving or affecting the right of foreclosure or any other right hereunder, to take possession of the premises at any time after there is a default in the payments of said debt or in the performance of any of the obligations herein contained, and to rent the premises for the account of

BOOK 87 PAGE 199

Trustor. At any Trustee's Sale held hereunder, Trustee shall sell the property herein described as a single unit unless herein otherwise specifically directed and at such sale is hereby authorized to bid for Beneficiary or other absent person.

EIGHTH: It is hereby expressly agreed that the trust created hereby is irrevocable by Trustor.

NINTH: This deed of trust is executed by Trustor and accepted by Beneficiary with the understanding and upon the express condition that if Trustor should make default in the performance of any of the covenants and agreements herein set forth, then and in that event the full amount of the principal indebtedness secured hereby shall forthwith be and become wholly due and payable, notwithstanding the fact that the same would not otherwise be due according to the terms of the promissory note secured hereby, and further, that the relationship of landlord and tenant shall exist as between the purchaser of the real property covered hereby upon foreclosure proceedings, and Trustor and its successors in interest may be removed therefrom by any proceeding authorized by law, including any unlawful detainer action, in the event the possession of said real property should not be voluntarily surrendered to such purchaser.

TENTH: This Deed of Trust is executed by Trustor and accepted by Beneficiary as a Third Deed of Trust upon the property herein described, subject and subordinate to a First Deed of Trust thereon dated May 13, 1974, in favor of H. & R. Propane, Inc.,; which Deed of Trust is recorded in the office of the County Recorder of Eureka County, State of Nevada, in Book 48 of Official Records, at Page 55 thereof, under File No. 58458; and further subject and subordinate to a Second Deed of Trust thereon dated July 15, 1975, in favor of Pontella L. Kirk and Dorothy L. Dutton; which Deed of Trust is recorded in the office of the County Recorder of Eureka County, State of Nevada, in Book 53 of Official Records, at Page 375 thereof, under File No. 60772.

ELEVENTH: This Deed of Trust is executed by Trustor and accepted by Beneficiary with the understanding and upon the express condition that if Trustor should make default in the payment of any installment of principal or interest required to be made under the terms and provisions of the First and/or Second Deeds of Trust herein referred to, or if Trustor should otherwise make default in the performance of any of the terms and provisions of said First and/or Second Deeds of Trust, then and in that event, or in either of said events, the full amount of the indebtedness secured hereby shall forthwith be and become wholly due and payable, notwithstanding the fact that the same would not otherwise be due according to the terms of the promissory note secured hereby.

TWELFTH: If, without the prior written consent of Beneficiary, all or any portion of the property which is the subject of this Deed of Trust is conveyed from Trustor by deed, contract, execution, instrument or any other mode or means, voluntarily or involuntarily, which will effect in law or equity, a divestiture of Trustor's interest or title in said property of the note secured hereby shall accelerate and the entire balance of principal and interest shall forthwith become due and payable without notice or demand. Bene-

BOOK 87 PAGE 200

ficiary will not unreasonably withhold his consent to assumption of this Deed of Trust by a reasonably qualified Buyer, but reserves the right to demand an increase in the interest rate in the note secured by this Deed of Trust.

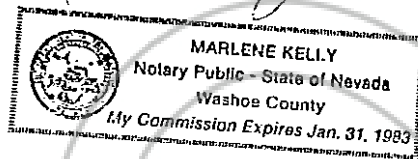
Ruby Hill Limited, a Limited Partnership,
by Sunrise Realty, a Nevada Partnership,

By *[Signature]*

STATE OF NEVADA)
 : SS.
COUNTY OF)

On this 4th day of September, 1980, personally appeared before me, a Notary Public, Dale E. Miller, known to me to be the person described in and who acknowledged that he executed the foregoing instrument on behalf of Sunrise Realty, the general partner of Ruby Hill Limited, a limited partnership.

[Signature]
Notary Public



RECORDED AT REQUEST OF
FRONTIER TITLE COMPANY
BOOK 87 PAGE 198

80 SEP 16 P 2:40

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
WILLIS A. GILLIS, RECORDER
FILE NO. 76641
FILE \$ 6.00

BOOK 87 PAGE 201