

DEED OF TRUST

1
2 THIS DEED OF TRUST, made this 14th day of August
3 1981, by and between GORDON D. HYBARGER and LYNN HYBARGER, husband
4 and wife, RONALD P. HYBARGER and MICHELE E. HYBARGER, husband and
5 wife, and WILLIAM J. MARTIN and BARBARA J. MARTIN, husband and wife,
6 as Trustor, and FRONTIER TITLE COMPANY, as Trustee, and BYRON L.
7 HARRIS and UVA D. HARRIS, husband and wife, as Joint Tenants, as
8 Beneficiary. (It is distinctly understood that the words "Trustor"
9 and "Beneficiary" and the word "his" referring to the Trustor or
10 Beneficiary, as herein used, are intended to and do include the
11 masculine, feminine and neuter genders and the singular and plural
12 numbers, as indicated by the context.)

WITNESSETH:

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

17 TOWNSHIP 20 NORTH, RANGE 53 EAST, M.D.B. & M.

18 Section 29: Parcel No. 2 of Lot 9, as shown
19 on Parcel Map and Record of Survey filed in
20 the Office of the Eureka County Recorder on
21 August 29, 1979, as File No. 69399.

22 TOGETHER WITH five (5) shares (equalling 20-
23 acre feet) of water per year as per well
24 permit #25597, Certificate 7562.

25 EXCEPTING THEREFROM, all the oil and gas in
26 said land as reserved in Patent from the
27 United States of America, recorded March 21,
28 1966, in Book 10, Page 205, of Official
29 Records, Eureka County, Nevada. *hp*

30 TOGETHER WITH all and singular the tenements, heredita-
31 ments and appurtenances thereunto belonging or anywise appertaining,
32 and the reversion and reversions, remainder and remainders, rents,
33 issues and profits thereof, and also all the estate, right, title
34 and interest, homestead or other claim or demand, as well in law
35 as in equity, which the Trustor now has or may hereafter acquire,
36 or, in or to the said premises or any part thereof, with the
37 appurtenances.

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

46 This Deed of Trust and the trust created hereby, shall be
47 subject and subordinate to any loan obtained for the purpose of
48 constructing improvements on the property described herein. The
49 Beneficiary shall execute a Subordination Agreement subordinating
50 the lien or charge of this Deed of Trust to and in favor of the
51 lien or charge of the Deed of Trust securing the Promissory Note
52 evidencing said construction loan. On recordation of any such Deed

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A PROFESSIONAL CORPORATION
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ELY, NEVADA 89301
(702) 289-4422

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1 of Trust, it shall conclusively be deemed that the entire amount
2 thereof has been or will be used for or applied on the costs of
construction of improvements on the property described herein.

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

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

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

20 As security for the payment of Thirteen Thousand Dollars
21 (\$13,000.00) in lawful money of the United States of America, with
22 interest thereon in like money and with expenses and counsel fees
23 according to the terms of the Promissory Note or Notes for said
24 sum executed and delivered by the Trustor to the Beneficiary; such
25 additional amounts as may be hereafter loaned by the Beneficiary
26 or his successor to the Trustor or any of them, or any successor
27 in interest of the Trustor, with interest thereon, and any other
28 indebtedness or obligation of the Trustor or any of them, and any
29 present or future demands of any kind or nature which the Bene-
30 ficiary, or his successor, may have against the Trustor or any of
31 them, whether created directly or acquired by assignment; whether
32 absolute or contingent; whether due or not, or whether otherwise
secured or not, or whether existing at the time of the execution
of this instrument, or arising thereafter; also as security for
the payment and performance of every obligation, covenant, promise
or agreement herein or in said note or notes contained.

33 Trustor grants to Beneficiary the right to record notice
34 that this Deed of Trust is security for additional amounts and
35 obligations not specifically mentioned herein but which constitute
36 indebtedness or obligations of the Trustor for which Beneficiary
37 may claim this Deed of Trust as security.

38 AND THIS INDENTURE FURTHER WITNESSETH:

39 FIRST: The Trustor promises and agrees to pay when due
40 all claims for labor performed and materials furnished for any
41 construction, alteration or repair upon the above-described
42 premises; to comply with all laws affecting said property or
43 relating to any alterations or improvements that may be made
44 thereon; not to commit, suffer or permit any acts upon said
45 property in violation of any law, covenant, condition or restric-
46 tion affecting said property.

47 SECOND: The Trustor promises to properly care for and
48 keep the property herein described in first-class condition, order
49 and repair; to care for, protect and repair all buildings and
50 improvements situate thereon; and otherwise to protect and pre-

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1 serve the said premises and the improvements thereon and not to
2 commit or permit any waste or deterioration of said buildings
3 and improvements or of said premises. If the above described
4 property is farm land, Trustor agrees to farm, cultivate and
5 irrigate said premises in a proper, approved and husbandmanlike
6 manner.

7
8 THIRD: The following covenants, Nos. 1, 2 (\$13,000.00
9 amount of insurance), 3, 4 (interest 10% per annum), 5, 6, 7
10 (counsel fees 25%) and 8 of N.R.S. 107.030, are hereby adopted
11 and made a part of this Deed of Trust.

12
13 FOURTH: Beneficiary may, from time to time, as
14 provided by statute, or by a writing, signed and acknowledged by
15 him and recorded in the office of the County Recorder of the
16 County in which said land or such part thereof as is then affected
17 by this Deed of Trust is situated, appoint another Trustee in
18 place and stead of Trustee herein named; and thereupon, the
19 Trustee herein named shall be discharged and Trustee so appointed
20 shall be substituted as Trustee hereunder with the same effect as
21 if originally named Trustee herein.

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

27
28 SIXTH: The rights and remedies hereby granted shall not
29 exclude any other rights or remedies granted by law, and all rights
30 and remedies granted hereunder or permitted by law shall be con-
31 current and cumulative. A violation of any of the covenants herein
32 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 Trustor, who
agrees to pay such taxes or assessments although the same may be
assessed against the Beneficiary 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 Trustor(s)
at the address herein, 1111 Mississippi St., Reno, Nevada
15552
and such notice shall be binding upon the Trustor(s), Assignee(s),
or Grantee(s) from the Trustor(s).

TENTH: It is expressly agreed that the trusts created
hereby are irrevocable by the Trustor.

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

Gordon D. Hybarger
GORDON D. HYBARGER

Lynn Hybarger
LYNN HYBARGER

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 A PROFESSIONAL CORPORATION
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Ronald P. Hybarger
 RONALD P. HYBARGER

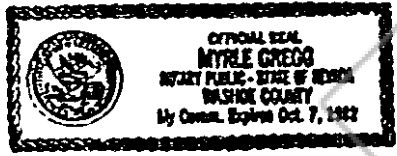
Michele E. Hybarger
 MICHELE E. HYBARGER

William J. Martin
 WILLIAM J. MARTIN

Barbara J. Martin
 BARBARA J. MARTIN

7 STATE OF NEVADA,)
 :
 8 County of Washoe.) SS.

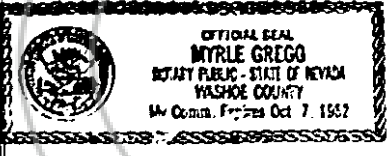
9 On this 16th day of JANUARY, 1981, before me, a
 10 Notary Public, appeared GORDON D. HYBARGER and LYNN HYBARGER,
 11 husband and wife, known to me to be the persons described in and
 12 who acknowledged that they executed the above instrument.



Myrtle Gregg
 Notary Public

15 STATE OF NEVADA,)
 :
 16 County of Washoe.) SS.

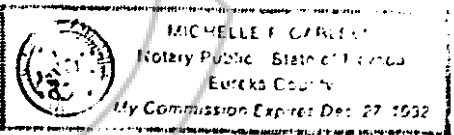
17 On this 16th day of JANUARY, 1981, before me, a
 18 Notary Public, appeared RONALD P. HYBARGER and MICHELE E. HYBARGER,
 19 husband and wife, known to me to be the persons described in and
 20 who acknowledged that they executed the above instrument.



Myrtle Gregg
 Notary Public

23 STATE OF NEVADA,)
 :
 24 County of Eureka.) SS.

25 On this 14th day of JANUARY, 1981, before me, a
 26 Notary Public, appeared WILLIAM J. MARTIN and BARBARA J. MARTIN,
 27 husband and wife, known to me to be the persons described in and
 28 who acknowledged that they executed the above instrument.



Michelle F. Carter
 Notary Public

-4 and last-

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RECORDED AT REQUEST OF
 FRONTIER TITLE COMPANY
 BOOK 94 PAGE 430
 81 MAY 13 11:19
 ELY, NEVADA
 LILLIS A. DEPPER
 CLERK
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