

216 44837-1

DEED OF TRUST

THIS DEED OF TRUST, made this 27th day of July, 1981, by and between RUSSELL W. ROWLEY and REBECCA ROWLEY, husband and wife, Trustees; FIRST COMMERCIAL TITLE, INC., a Nevada corporation, Trustee; and E & R INC. CORPORATION, a Nevada corporation, Beneficiary.

W I T N E S S E T H :

That Trustors do 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:

SEE ATTACHED EXHIBIT "A."

AND, ALSO, all the estate, interest, homestead or other claim, as well in law as in equity, which said Trustors now have 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 anywise 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 \$20,500.00, 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 Trustors 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 Trustors when evidenced by the promissory note or notes of Trustors; 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 Trustors herein contained.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: Trustors promise and agree 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 purpose of inspection.

SECOND: Trustors covenant 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

When Recorded Mail To:
A-Allstate Abstract Company
1121 Forest Street
Reno, Nv. 89509

LAW OFFICES
SALA, McAULIFFE,
HILL & WHITE
P.O. BOX 2481
ONE EAST LIBERTY ST.
SUITE 404
RENO, NEVADA
(702) 322-1328
(702) 786-2370

1 least such sum or sums as shall equal the total indebtedness secured by
2 this Deed of Trust and all obligations having priority over this Deed of
3 Trust or, the maximum full insurable value of such buildings, in the
4 event such maximum insurable value is less than the foregoing, and shall
5 be payable to Beneficiary to the amount of the unsatisfied obligation to
6 Beneficiary hereby secured, and to deliver the policy to Beneficiary or
7 to collection agent of Beneficiary, and in default thereof, Beneficiary
8 may procure such insurance and/or make such repairs, and expend for
9 either of such purposes such sum or sums as Beneficiary shall deem
10 proper.

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

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

17 **FIFTH:** The rights and remedies hereby granted shall not exclude
18 any other rights or remedies granted by law, and all rights and remedies
19 granted hereunder or permitted by law shall be concurrent and cumulative.
20 A violation of any of the covenants herein expressly set forth shall
21 have the same effect as the violation of any covenants herein adopted by
22 reference.

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

30 **SEVENTH:** Trustors hereby assign to the Trustee any and all rents
31 of the above-described premises accruing after default and hereby authorize
32 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 Trustors. 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 Trustors.

NINTH: This deed of trust is executed by Trustors and accepted
by Beneficiary with the understanding and upon the express condition
that if Trustors 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 Trustors and its successors in
interest may be removed therefrom by any proceeding authorized by law,
including an unlawful detainer action, in the event the possession of
said real property should not be voluntarily surrendered to such purchaser.

1 TENTH: This is an All-inclusive Deed of Trust and is subject and
2 subordinate to a note secured by a First Deed of Trust now of record in
3 the original amount of \$67,898.97, in favor of Alice Hazel Peters, a
4 widow, and Robert Bruce Peters, a single man, as joint tenants, dated
5 June 2, 1975, recorded June 2, 1975, in Book 51, Page 394, Document No.
6 59980, County of Eureka, State of Nevada, ~~which was previously recorded in~~
7 ~~Book 51, Page 394, Document No. 59980, County of Eureka, State of Nevada,~~
8 ~~which was previously recorded in Book 51, Page 394, Document No. 59980,~~
9 ~~County of Eureka, State of Nevada, which Beneficiary herein has~~
10 ~~agreed to pay the instalments as therein required. Said first Deed of~~
11 ~~Trust in favor of Earl A. Rasmussen encumbers the same real property as~~
12 ~~is the subject of this Deed of Trust as well as other unrelated property.~~
13 ~~Should the within Beneficiary default in any of the instalments as to~~
14 ~~the payments on the First Deed of Trust, of which this Deed of Trust is~~
15 ~~subject and subordinate to, the Trustors herein may make said payments~~
16 ~~directly to the Beneficiary thereof and any and all payments so made~~
17 ~~shall be credited to the note which is secured by this Deed of Trust.~~

18 Notwithstanding any portion of this Deed of Trust to the contrary,
19 any demand for sale, delivered to the Trustee for the foreclosure of
20 this Deed of Trust, shall be reduced by the proportionate unpaid balance,
21 if any, of the principal and interest and charges existing upon the said
22 note secured by the senior First Deed of Trust referred to above as
23 exist at the time of the Trustee's sale upon such foreclosure, satisfactory
24 evidence of which unpaid balance must be submitted to Trustee prior to
25 such sale. Such proportionate unpaid balance shall be obtained by using
26 a ratio consisting of the area of property the subject of this Deed of
27 Trust over the area of property subject to the senior Deed of Trust and
28 multiplying that ratio by the said sums due on the note for which the
29 senior Deed of Trust is security.

30 The payments required by the note secured by this deed of trust
31 shall be made to A-Allstate Abstract Company as collection agent with
32 instructions to disburse said payments first to discharge the obligations
33 of Beneficiary upon the senior First Deed of Trust mentioned herein, and
34 then disburse the remaining balance to Beneficiary. Said collection
35 agent may hereinafter be changed by the substitution of a new collection
36 agent or eliminated wherein the payments will be made directly to Beneficiary
37 by the execution, acknowledgment and recordation of a document indicating
38 such change by Trustors and Beneficiary or their respective assigns or
39 successors in interest.

40 ELEVENTH: At such time as Trustors have discharged their obligation
41 set forth in the promissory note for which this Deed of Trust is security,
42 Beneficiary agrees to obtain a release of the property the subject to
43 this Deed of Trust from the encumbrance of the Deed of Trust in favor
44 of Earl A. Rasmussen above described, in order that Trustors may hold
45 this property free and clear of such encumbrance. In the event that
46 the Deed of Trust in favor of Earl A. Rasmussen above described contains
47 a Release Clause, Beneficiary herein grants Trustors herein the right
48 to utilize the rights of Trustor therein as to such releases.

49 *Russell W. Rowley*
50 _____
51 RUSSELL W. ROWLEY
52 *Rebecca Rowley*
53 _____
54 REBECCA ROWLEY

55 Beneficiary hereby executes the foregoing Deed of Trust for the

56 ---
57 ---

1 purpose of agreeing and consenting to the provisions of Paragraph Eleventh
2 herein.

E & R INC. CORPORATION, a Nevada
3 Corporation,

4 By: Earl A. Rasmussen


5 STATE OF NEVADA)
6 COUNTY OF EURICA) ss:
7 COUNTY OF WASHOE)

8 On this 27 day of July, 1981, there personally
9 appeared before me, a Notary Public, RUSSELL W. ROWLEY and REBECCA ROWLEY,
10 who acknowledged to me that they executed the foregoing instrument.

J. Norman Rebaletti
NOTARY PUBLIC
J. NORMAN REBALEATI
Notary Public - State of Nevada
Eureka County
My Appointment Expires Oct. 9, 1983

12 STATE OF NEVADA)
13 COUNTY OF WASHOE) ss:

14 On this 23rd day of July, 1981, personally appeared
15 before me, the undersigned, a Notary Public in and for the above County
16 and State, Earl A. Rasmussen, known to me to be the President
17 of E & R INC. CORPORATION, a Nevada corporation who executed the foregoing
18 instrument for and on behalf of said corporation and upon oath did
19 depose that he is the officer of said corporation as above designated;
20 that he is acquainted with the seal of said corporation; that the signature
21 to said instrument was made by the officer of said corporation as indicated
22 after said signature and that said corporation executed said instrument
23 freely and voluntarily and for the uses and purposes therein mentioned.
24 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
25 official seal, the day and year in this certificate first above written.


BELAYNE KING
Notary Public - State of Nevada
Washoe County
My Appointment Expires Nov. 29, 1993

Belayne King
NOTARY PUBLIC

LAW OFFICES
SALA, MCAULIFFE
HILL & WHITE
P.O. BOX 2481
ONE EAST LIBERTY ST.
SUITE 404
RENO, NEVADA
(702) 223-1326
(702) 186-2370

EXHIBIT "A"

Portion of Section 29, Township 20 North, Range 53 East, M.D.B.&M being more particularly described as follows:

Beginning at the SW corner from which the S 1/4 corner Section 29, Township 20 North, Range 53 East bears N 89°48' W 330.08 feet, thence N 0°26' W 1333.65 feet; thence S 89°50'12" E 330 feet; thence S 0°26' E 1333.86 feet; thence N 89°48' W 330.0 feet to Point of Beginning.

EXCEPTING ANY PORTION thereof which lies within the boundaries of U.S. Highway 50.

RECORDED AT REQUEST OF
First Commercial Title, Inc.
BOOK 96 PAGE 539

81 AUG 6 AM 12

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
WILLIS A. DEPAOLI-RECORDER
FILE NO. 81389
FEE \$ 8.00

BOOK 96 PAGE 543