465 Fourth St. Elko, NV 89801 7574103 5th Mary E Crescent Valley, NV \$ 1.15 \$ 1.5 \$ **89821**

Trustor * see below

THIS DEED OF TRUST, made on the loan date stated above between the above named Trustor(s), Nevada First Investment Corp., hereincalled Trustee, and Nevada First Thrift, herein called Beneficiary. WITNESSETH: " 3 7 H 2 1 Seas of April 2 15

WHEREAS, Trustor is indebted to Beneficiary in the sum of the Amount Financed stated above, with interest and or charges thereon according to the terms of a promissory note of eyen date herewith:

NOW THEREFORE, for the purpose of securing

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(a) The repayment of said promissory note with charges thereon and any and all deferments or renewals thereof and any and all deferments or renewals of any other indebtedness or obligations secured hereby; and

(b) Only to the extent permitted by the Nevada Thrift Companies Act, the repayment of any and all sums and amounts that may be advanced, or expenditures that may be made by Beneficiary subsequent to the execution of this Deed of Trust for the maintainance or preservation of the property or any expenditures that may be made by Beneficiary subsequent to the execution of the property or any part thereof covered by this Deed of Trust or that may be advanced or expended by Beneficiary pursuant to any of the provisions of said Note and for this Deed of Trust subsequent to execution, thereof or hereof, together with charges on all such advances or expenditures; and

(c) the repayment of any and all sums that may be advanced to Trustor by Beneficiary or indebtedness or obligations that may be incurred by Trustor to.

Beneficiary subsequent to the execution of this Deed of Trust, together with charges thereon,

Trustor grants, transfers and assigns to Trustee in trust and upon the trusts and agreements hereinafter set out, with power of sale, and if there by more than one Trustee, then in joint tenancy upon the same trusts and agreements and with like power of sale, all that property and the improvements thereon, located in Crescent Valley County of Eureka State of Nevada described as.

All that certain real property situate in the County of Eureka, State of Nevada, more particularly described as follows:

TOWNSHIP 30 NORTH, RANGE 48 EAST, M.D.B.&M.

Section 33: SW호 NW호 SE Excepting therefrom all petroleum, oil, natural gas, and products derived therefrom lying in or under said land, reserved by Southern Pacific Land Company in deed recorded September 24, 1951, in Book 24, Page 168, Deed Records; Eureka County, Nevada.

Trustor * Frank D. Pitman and Mary E. Pitman, Husband and wife

ા ત્યાં કરાકભાગ કરોક પાકલોની ત્રક પુરસ્કાનિક સાથે માં છે. કરાત કરાકભાગ કરોક પાકલોની ત્રક પુરસ્કાની માં માને કરો છે. BOOK JOO PAGEO 85

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including the hereditaments and appurtenances thereunto belonging, all water rights and stock in water companies appurtenant thereto or connected therewith, and all the estate which the Trustor now has or may hereafter acquire in said property. TOGETHER WITH the rents, issues and profits thereof, subject, however, to the provisions of paragraph 8 (d) hereof respecting the occasions on which Trustee may collect and retain said rents, issues and profits. TRUSTOR AGREES to do and perform each of the following

(a) To keep said property in good condition and repair, not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials workmanlike manner any building any alterations or improvements to be made furnished therefor, to compil which all laws, conditions and restrictions affecting said property or requiring any alterations or improvements to be made furnished. The said property in violation of law, to cultivate, irrigate, fertilize, thereon, not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law, to cultivate, irrigate, fertilize, thereon, not to commit or permit waste thereof; not to commit or per

excluding the general.

(b) To insure said property and to keep all said property insured against fire in amounts satisfactory to Beneficiary, but such insurance protection shall at all times be in amounts at least equal to the amount of Trustor's unpaid indebtedness secured hereby. All policies of such insurance shall (1) be with insurance all times be in amounts at least equal to the amount of Trustor's unpaid indebtedness secured hereby. All policies of such insurance shall (1) be with insurance arriers approved by Beneficiary, (2) at request of Beneficiary be delivered to it, and (3) provide that any loss thereunder be payable to Beneficiary. The amount carriers approved by Beneficiary, (2) at request of Beneficiary upon any indebtedness or obligation secured hereby or to the restoration of the collected under any fire insurance policy may be applied by Beneficiary upon any indebtedness or obligation secured hereby or to the restoration of the damaged premises in such manner as Beneficiary may determine; or at the option of Beneficiary the entire amount so collected, or any part thereof, may be damaged premises in such manner as Beneficiary may determine; or at the option of Beneficiary the entire amount so collected, or any part thereof, may be damaged premises in such manner as Beneficiary may determine; or at the option of Beneficiary the entire amount so collected, or any part thereof, may be damaged premises in such manner as Beneficiary may determine or any default or notice of default hereunder or invalidate any act done pursuant to such

(c) To pay, at least ten days before delinquency, all taxes and assessments affecting said property, including assessments on appurtenant water stock, and to pay, when due, all encumbrances, charges and liens, with interest on said property, or any part thereof, which appear to be prior of superior before, and all to pay, when due, all encumbrances, charges and liens, with interest on said property, or any part thereof, which appear to be prior of superior before, and all to pay, when due, all encumbrances, charges and liens, with interest on said property, including assessments on appurenant water stock, and to pay, when due, all encumbrances, charges and liens, with interest on said property, including assessments on appurenant water stock, and to pay, when due, all encumbrances, charges and liens, with interest on said property, including assessments on appurenant water stock, and to pay, when due, all encumbrances, charges and liens, with interest on said property, including assessments on appurenant water stock, and to pay, when due, all encumbrances, charges and liens, with interest on said property, including assessments on appurenant water stock, and to pay, when due, all encumbrances, charges and liens, with interest on said property, or any part thereof, which appear to be prior of superior of s

Beneficiary or Trustee may appear.

(e) If the loan secured hereby is to finance the construction, improvement, alteration or repair of said property, to perform or cause to be performed all acts
necessary to complete all said work in accordance with any agreement between Trustor and Beneficiary.

Trustor further agrees that a failure on the part of Trustor to do and perform any of the foregoing shall constitute a default under this Deld of Trust
Trustor Benefic Miniful ALLY AGREEM.

1. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor, from any obligation hereof, may make or do the same in such manner and to such extent as notice to or demand upon Trustor and without releasing Trustor, from any obligation hereof, may make or do the same in such manner and to such extent as notice to or demand upon Trustor and executive hereof, Beneficiary or Trustee being authorized to enter upon and take possession of said property for such either may deem necessary to protect the security hereof, or title to said property or the rights or powers of purposes, to papear in and defend any action or proceeding purporting to affect the security hereof, or title to said property or the rights or powers of purposes, to pay purchase, contest of compromise any encumbrance, charge or file which in the judgment of either appears to be prior or superior Beneficiary or Trustee; or pay, purchase, contest of compromise any encumbrance, charge or file which in the judgment of either appears to be prior or superior beneficiary or Trustee, employ counsel and pay their reasonable fees. Trustor agrees to pay immediately and hereto, and, in exercising any such powers, to pay necessary expenses, employ counsel and pay their reasonable fees. Trustor agrees to pay immediately and hereto, and, in exercising any such powers, to pay necessary expenses, employ counsel and pay their reasonable fees. Trustor agrees to pay immediately and hereto, and, in exercising any such powers, to pay necessary expenses, employ counsel and pay their reasonable fees. Trustor agrees to pay immediately and hereto, and, in exercising any such powers. The provided here are the provided here and the provided here are the provided here and the provided here are the provided here and the provided here are the provided here are the provided hereof.

2. By accepting payment of any sum secured hereby after its due date Beneficiary does not waive or in any manner affect its right to require prompt payment when due of all other sums so secured and to declare a default for failure of Trustor so to pay. The waiver by Trustee or Beneficiary of any default of Trustor under this Deed of Trust shall not be or be deemed to be a waiver of any other or similar default subsequently occurring.

1 rustor under this Deed of Trust shall not be or be deemed to be a waiver of any other or similar default subsequently occuring.

3. Despite any contrary provision herein or in the promisory note of Trustor, Beneficiary shall have the absolute right to direct the manner in which the payments of proceeds shall be applied upon or allocated among the various items composing the Trustor's indebtedness.

4. Upon the written request of Beneficiary Stating that all sums secured hereby have been paid, and upon surrender to Trustee for exacellatation of this Deed of Trust and all promissory notes secured hereby, and upon payment of fees to Trustee, if any, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto."

5. At any time and from time to time without liability and going upon the weither the property of Described as "the person or persons legally entitled thereto."

5. At any time and from time to time, without liability and notice, upon the written request of Beneficiary and without affecting the personal liability of any person for payment of the indebtedness hereby secured. Trustee may do any of the following:

(a) Join in any extension agreement or any agreement subordinating the lien and charge thereon; (b) Reconvey any part of said property; (c) Consent to the making of any map or plat thereof; (i) Join in granting any easement thereon.

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6 It any change or changes occur in the fille to fil or any part of said property. Beneficiary may without any notice or cemand at its outcreton and from time to time and without in any w impairing or releasing after chilations of Trustor hereunder do any of the following:

(a) Take, exchange or release security to any of the obligations how or hereafter secured hereby; (b) Extend the time for payment of said obligations. (c) Declare the whole of the balance or principal of said indebtedness secured hereby and the accused charges to be due and payable immediately.

7. Unless directed in writing by Trustor or Beneficiary to do so and paid its reasonable charge therefor, Trustee is not obligated to request a copy of any notice of said under any other deed of trust, not to notify any party hereto of any pending sale under any other deed of trust, not to notify any party hereto of any pending sale under any other deed of trust, not to notify any party hereto of any pending sale under any other deed of trust, not to notify any party hereto of any pending sale under any other deed of trust, not to notify any party hereto of any pending sale under any other deed of trust, not to notify any party hereto of any pending sale under any other deed of trust, not to notify any party hereto of any pending sale under any other deed of trust, not to notify any party hereto of any pending sale under any other deed of trust, not to notify any party hereto of any pending sale under any other deed of trust, not to notify any party hereto of any pending sale under any other deed of trust, not to notify any party hereto of any pending sale under any other deed of trust, not to notify any party hereto of any pending any other deed of trust, not to notify any party hereto of any pending any other deed of trust, not to notify any party hereto of any pending any other deed of trust, not to any other deed of trust. by Trustee.

8. Whenever Trustor shall be in default in the payment of any indebtedness secured hereby or in the performance of any other agreement, obligation or condition in this Deed of Trust, Trustee or Beneficiary shall be entitled to do according to law any of the following: tion or condition in this Deed of Trust, Trustee or Beneficiary shall be entitled to do according to law any of the following:

(a) Take possession of said property or any part thereof; (b) Operate said property or any part thereof; (c) Do such acts as may be necessary to conserve the value of said property or any part thereof; (d) Collect and retain the tents, issues and profits from said property or any part thereof, gither of the property of the profits of the profits of the property of the profits of the pr conserve the value of same property of any part increof; (d) Collect and retain the rents, issues and profits from said property of any part thereof, either () with or without taking postession.

In addition and without prejudice to such rights, Beneficiary shall have the right to have a receiver appointed to do any or all of the aforestaid things during any such default. Beneficiary's legal expense in procuring the appointment of a receiver shall be chargeable to Trustor. If a net profit be realized from the exercise of the powers herein conferred, it shall be applied upon the indebtedness secured hereby; if a net loss be realized, Trustor hereby agrees to pay the exercise of the powers herein conferred, it shall be applied upon the indebtedness secured hereby; if a net loss be realized, Trustor hereby agrees to pay the exercise of the powers hall be in default in the payment of any indebtedness secured hereby or in the pelormanic of any other agreement, obligation or condition in this Deed of Trust, Beneficiary may, at its option, declare all indebtedness, obligations and sums secured hereby to be immediately due and payable by delivery to Trustee of a written declaration of default. If Beneficiary desires said property or any part thereof to be sold, it shall deposit with Trustee this Deed of Trust and all promisery notes and documents evidencing expenditures secured hereby, and shall deliver to Trustee of a written notice of default and of election to cause the property to be sold, in form required by law, which shall be duly filed for record by Trustee or Beneficiary.

Beneficiary.

When the time required by law shall have elapsed after recordation of such notice of default and election, Trustee shall give notice of sale as then required by law and, without demand upon Trustor, shall sell said property at the time and place of sale fixed in said notice of sale. Beneficiary may, without liability on its part, designate whether said property shall be sold as a whole or in separate parcels, the order in which said parcels shall be sold. The property shall be sold as public auction to the highest bidder for cash. The purchase price shall be payable at the time of the acceptance of the bid. The sale shall take place at some place in the county wherein the said property is situated and, if situated indifferent counties, then in any county in which any part of the shall take place at some place in the county wherein the said property is situated and, if situated in the sale. Any person, including Trustor, property is situated. Trustee may act through an attorney, actioneer or other agent in all proceedings connected with the sale. Any person, including Trustor and Beneficiary, may purchase at the sale. Trustee may postpone the sale of all or any portion of said property from time to time by public announcement at the time and place of sale as fixed in said notice of sale or as fixed by public announcement of postponement. Upon payment of the full announcement at the time and place of sale as fixed in said notice of sale or as fixed by public announcement or warranty, express or implied. The purchase price, Trustee shall deliver to the Purchase a deed conveying the property so sold, but without any coverant or warranty, express or implied. The precises that deliver to the Purchase money by Trustee.

10 After deductine all costs and expenses of sale, and all costs and expenses of Trustee and this trust, including fees to the Trustee and of counselemnloved.

contained in any such deed shall discharge the purchaser from all obligations with reference to the proper application of the purchase money by Trustee.

10. After deducting all costs and expenses of sale, and all costs and expenses of Trustee and this trust, including fees to the Trustee and of course lemployed by Trustee and/or Beneficiary for the purpose of exercising the power of sale hereunder, or for any other purpose in connection with this instrument and the cost of evidence of title in connection with the sale, and all other charges, costs and expenses, etc. in connection herewith Trustee shall apply the proceeds of exidence of title in connection with the sale, and all other charges, costs and expenses, etc. in connection herewith Trustee shall apply the proceeds of exidence of title in connection with the sale, and all other charges, costs and expenses, etc. in connection herewith Trustee shall apply the proceeds of exidence of title in connection with the sale, and all other charges, costs and expenses, etc. in connection herewith Trustee shall apply the proceeds to the cost of evidence of title in connection with the sale, and all other charges, costs and expenses, etc. in connection herewith Trustee shall apply the proceeds of evidence of title in connection with the sale, and all other charges, costs and expenses, etc. in connection herewith Trustee shall apply the proceed to expense of expenses of expenses of expenses. In connection herewith the payment of all other sums then secured hereby, in such order and manner as may be designated by Beneficiary; the remainder, if any, to be paid to the to the payment of all other sums then secured hereby, in such order and manner as may be designated by Beneficiary; the remainder, if any, to be paid to the

person or persons regarly contrict interests.

11. (a) In addition to any of the powers or remedies conferred upon the Trustee and the Beneficiary or either of them under this instrument, either Trustee or Beneficiary or both may bring an action in the proper court for the foreclosure of this instrument as a mortgage and obtain all the remedies the Trustee or Beneficiary or both may bring an action in the proper court for the foreclosure of this instrument as a mortgage and obtain all the remedies the trustee of the power of the proper court for the foreclosure of this instrument as a mortgage and obtain all the remedies the proper court for the power of the p the frustee of penentially of both any pling an action in the proper count for the foreign of time instrument as a morgage and optim all the remedies in such action that are given by any statute or law of the State of Nevada (b) No power or temedy herein conferred is exclusive of or shall prejudice any other power or remedy of Trustee of Beneficiary. (c) Each such power and remedy may be exercised from time to time as often as is deemed

necessary.

12. In case of suit being commenced for the foreclosure of this Deed of Trust, the Trustor agrees to pay to the Beneficiary or Trustee (whichever may be the plaintiff in said suit) whether such suit be brought to a decree or not: (a) for fees therein the sum allowed by court, and (b) such further sums, if any, as plaintiff in said suit) whether such suit be brought to a decree or not: (a) for fees therein the sum allowed by court, and (b) such further sums, if any, as plaintiff in the sum allowed by court, and (b) such further sums, if any, as plaintiff in the sum allowed by court, and (c) A reasonable Trustee's fee.

Benchiciary or Trustee's fee.

In such suit of foreclosure, the plaintiff therein shall be entitled without notice to the appointment of a receiver to take possession of and operate said.

In such suit of foreclosure, the plaintiff therein shall be entitled without notice to the appointment of a receiver to take possession of and operate said property and to collect and receive the tents, issues and profits of said property, and to exercise such other powers as the court shall confer. All inoneys herein property and to enforce any indebtedness or obligation fecured hereby and to exercise all rights and powers under 13. Trustee and Beneficiary shall be entitled to enforce any indebtedness or obligation fecured hereby and to exercise all rights and powers under this deed of trust or under any other agreement or any law now or hereafter in force, although some of all of the indebtedness and obligations secured hereby are now or shall hereafter be otherwise secured, whether by morragae, deed of trust, pledge, then assignment or otherwise. Neither the acceptance hereby are now or shall hereafter be otherwise secured, whether by morragae, deed of trust, pledge, then assignment or otherwise. Neither the acceptance hereby are now or shall hereafter be otherwise secured, whether by morragae, deed of trust, pledge, then assignment or otherwise. Neither the acceptance hereby are now or shall hereafter be otherwise secured, whether by morragae, deed of trust, pledge, then assignment or otherwise. Neither the acceptance hereby are now or shall be considered in unit of the power of sale or other powers herein conferred, shall prejudice or any manner after Trustee's or Beneficiary's right to realize or enforce any other security now or hereafter held by Beneficiary or Trustee in such order and manner they or either of them may in their uncontrolled discretion determine.

14. Trustor hereby declares that this conveyance is interestable, and that if two or more persons be named as Trustees herein this Deed of Trust leads to the

14. Trustor nettery occurred that this conveyance is interestable, and that it two or more persons be named as a conveyance to them as joint tenants with full right of survivorship. Beneficiary may from time to time substitute, a successor of shall be construed as a conveyance to them as joint tenants with full right of survivorship. Beneficiary may from time to time substitute, a successor sto any Trustee named herein or acting hereunder to execute this trust. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any Trustee named herein or acting hereunder.

the latter shall be vested with all title, powers and outles conferred upon any 110stee named neten or avoing nerconder.

Each such appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this Trust Deed and its place

Each such appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this Trust Deed and its place

for record, which when recorded in the office of the County Recorder of the county or counties in which the property is situated, shall be conclusive proof of

proper appointment of the successor trustee. The foregoing power of substitution and procedure is provided for by law for the substitution of the trustees in the place of the trustee or trustees herein named.

trustees in the place of the trustee or trustees herein named.

15. Any award of damages in connection with any condemnation for public use of or injury to said property, or any part thereof, is hereby assigned and shall be paid to Beneficiary, who may apply or release the money received by it in the same manner and with the same effect as above provided for the disposition of the proceeds of fire insurance.

16. Any Trustor who is a matried woman and who has joined in the execution of any promissory note or notes secured by this Deed of Trust hereby.

16. Any Trustor who is a matried woman and who has joined in the execution of any promissory note or notes secured by this Deed of Trust hereby agrees and assents to the liability of her appearate property for all such indebtedness. Such agreement and assent, however, shall not be deemed expressly agrees and assents to the liability of her appearate property not herein described.

17. The provisions of this Deed of Trust are hereby made applicable to and shall insure to the benefit of and bind all parties hereto and their heirs, as includes the feminine and/or neuter, and the singular number shall include the plural. Should more than one person execute this Deed of Trust, as includes the feminine and/or neuter, and the singular number shall include the plural. Should more than one person execute this Deed of Trust, as includes the feminine and/or neuter, and the singular number shall include the plural. Should more than one person execute this Deed of Trust, as includes the feminine and/or neuter, and the singular number shall include the plural. Should more than one person execute this Deed of Trust, as includes and of any notice of sale hereunder be mailed to him at his mailing address.

The undersinged Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at his mailing address.

The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at his mailing address

18. Nowithstanding anything to the contrary herein set forth, the Trustor shall not be liable and there shall not be collected from him, any sums

18. Norwithstanding anything to the contrary herein set forth, the Trustor shall not be liable and there shall not be collected from him, any sums

of money for charges, collection expenses, attumery's fees, insurance premiums, fees, expenses, etc. in excess of those permitted by the Nevada Thrift

Companies Act.

19. Should the Trustor convey or alienate said property or any part thereof or any interest therein or bedivested of his title in any manner or way, whether

19. Should the Trustor convey or alienate said property or any part thereof or any interest therein or bedivested of his title in any manner or way, whether

voluntary or involuntary, any indebtedness or obligation secured hereby, irrespective of the maturity date expressed in any note evidencing the same, at the

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NO. 400 (1985) 1985 (1985) 1985 (1985) 1987 (1985) 1985 (1985) 1985 (1985) 1985 (1985) 1985 (1985) 1985 (1985)

IN WITNESS WHEREOF, Trustor has executed these presents the day and year first above written. Frank STATE OF NEVADA . 55. COUNTY OF... on December 22, 1981 appeared before me. a Notary Public. Frank D. Pitman and Mary E. Pitman who acknowledged that Lhe Y executed the above instrument. (Notary Public) LYNDA DEMALINE Notiny Public - Siste of Nevada
Elko County, Nevada
Appointment expires December 5, 1984 Notarial Scal

RECORDING REQUESTED BY

Nevada First Thrift 465 Fourth St. Elko, NV 89801 AND WHEN RECORDED MAIL TO

Nevada First Thrift 465 Fourth St. Elko, NV 89801 Street City State Zip

MAILING ADDRESS FOR NOTICES

(Full addresses must be given)
465 Fourth St. Box 40

Frank D. Pitman.

Elko, NV 89801 Crescent Valley, NV 89821

RECORDED AT REQUEST OF FRONTIER TITLE COMPANY BOOK 100 PAGE 85

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OFFICIAL AFCORDS
EDREKA COUNTY, NEVADA
WILLIS A. DEFACLI-RECORDER
FILE N. 82718 FEE 9 7.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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