

## DEED OF TRUST

THIS DEED OF TRUST, Made this 11TH day of MARCH, 1982  
 BETWEEN  
 CHARLES F. JANACEK AND MAE JANACEK, HUSBAND AND WIFE, herein called GRANTOR,  
 whose address is MURPHY HOT SPRINGS, ROGERSON, IDAHO 83302  
 PIONEER TITLE COMPANY OF JEROME COUNTY, an Idaho corporation, herein called TRUSTEE, whose address is 223 1st  
 E. Jerome, Idaho 83338, and OLIVER F. BROWN AND HELEN BENNETT BROWN, BENEFICIARIES,  
 whose address is 38-700 STONE CIRCLE, PALM DESERT, CALIFORNIA 92260  
 WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER  
 OF SALE, that property in the County of EUREKA, STATE OF NEVADA, described as follows,  
 and containing not more than twenty acres:

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE IN  
 THE COUNTY OF EUREKA, STATE OF NEVADA, MORE PARTICULARLY:

LOT 1, BLOCK 5, OF CRESCENT VALLEY RANCH AND FARMS,  
 UNIT 1, AS PER MAP RECORDED IN SAID COUNTY ON APRIL  
 6, 1959, AS FILE NO. 34081.

In the event the property secured by this Deed of Trust is sold or conveyed in  
 any manner without written consent of the beneficiary hereunder, said beneficiary  
 may, at his option, declare the entire remaining balance, plus accrued interest,  
 due and payable.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon  
 Beneficiary to collect and apply such rents, issues and profits,

For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of  
 THREE THOUSAND AND NO/100 Dollars, (\$3,000.00),

final payment due APRIL 1, 1985

and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either  
 of them, while record owner of present interest, for any purpose, and at any rates, drafts or other instruments representing such further loans, advances  
 or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances  
 or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it  
 shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repairs; 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 per-  
 formed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon;  
 not to commit or permit waste thereon; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumi-  
 gate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not ex-  
 cluding the general.
2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under  
 any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine,  
 or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or  
 waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and  
 to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which  
 Beneficiary or Trustee may appear.
4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens,  
 with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to  
 the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each  
 month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust  
 for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default  
 under this trust.
5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date  
 of expenditure at eight per cent per annum.
6. Should Grantor 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 Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to  
 such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such pur-  
 poses; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, pur-  
 chase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any  
 such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. 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 such moneys received by him in the same manner and with the same effect as above provided  
 for disposition of proceeds of fire or other insurance.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when  
 due of all other sums so secured or to declare default for failure so to pay.
3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed  
 and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may:  
 reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any  
 extension agreement or any agreement subordinating the lien or charge hereof.
4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee  
 for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in  
 any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such  
 reconveyance may be described as "the person or persons legally entitled thereto."
5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these  
 Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any in-  
 debtedness 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, Beneficiary 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 his own name sue 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 Beneficiary  
 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 pursuant to such notice.
6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby  
 shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to ex-  
 ecute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall  
 cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at eight per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

Charles F. Janacek  
CHARLES F. JANACEK

Mae Janacek  
MAE JANACEK

STATE OF IDAHO, COUNTY OF Jerome  
On this 16th day of MARCH, 19 82  
before me, a Notary Public in and for said State, personally appeared

CHARLES F. JANACEK AND MAE JANACEK,  
HUSBAND AND WIFE,

Known to me to be the person S whose name S ARE  
subscribed to the within instrument, and acknowledged to me that  
THEY executed the same.

Marilyn S. Whiteside  
Notary Public,  
Residing at Jerome, Idaho  
Commission Expires June 19, 1983

STATE OF IDAHO, COUNTY OF \_\_\_\_\_  
I HEREBY CERTIFY That this instrument was filed for record at the  
request of \_\_\_\_\_

at \_\_\_\_\_ minutes past \_\_\_\_\_ o'clock \_\_\_\_\_ M.,  
this \_\_\_\_\_ day of \_\_\_\_\_  
19, \_\_\_\_\_ in my office, and duly recorded in Book \_\_\_\_\_  
of Mortgages at page \_\_\_\_\_

Ex-Officio Recorder,  
By \_\_\_\_\_ Deputy.  
Fees: \$ \_\_\_\_\_  
Mail to: \_\_\_\_\_

DEED OF TRUST  
WITH POWER OF SALE

Pioneer Title Company  
of Jerome County

RECORDED AT REQUEST OF  
FIRST AMERICAN TITLE CO. OF NEVADA  
BOOK 102 PAGE 60

12 APR 7 11:37

OFFICIAL RECORDS  
EUREKA COUNTY, NEVADA  
WILLIS A. DEPAUL, RECORDER  
FILE NO. 84073  
FEE \$ 5.00

Pioneer Title Company  
of Jerome County

JEROME, IDAHO 83338  
Telephone (208) 324-2341

REQUEST FOR FULL RECONVEYANCE  
TO BE USED ONLY WHEN NOTE HAS BEEN PAID.

To: PIONEER TITLE COMPANY OF JEROME COUNTY, Trustee;

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured thereby have been fully paid. You are hereby requested and directed to cancel all evidences of indebtedness secured by said Deed of Trust and to reconvey, without warranty, the estate now held by you under the same.

Deliver to: \_\_\_\_\_

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST.

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