

DEED OF TRUST

THIS DEED OF TRUST, made this 10th day of January, 1982, by and between GENE D. CLAYTON and LINDA R. CLAYTON, his former wife, as Grantors, and Frontier Title Company, a corporation, as Trustee, and WILLARD O. GARDNER as Beneficiary.

W I T N E S S E T H:

That Grantor hereby grants, transfers and assigns to the Trustee in trust, with power of sale, all of the following described real property situate in the County of ~~Elko~~ <sup>BAREKA</sup>, State of Nevada, more particularly described as follows:

TOWNSHIP 21 NORTH, RANGE 54 EAST, MDB&M.

Section 20: All  
Section 16: W $\frac{1}{2}$

Together with all buildings; fixtures; corrals; fences; stockwater troughs, tanks and facilities; windmills now on the premises or any portion thereof; and together with all new or additional buildings, structures, fixtures, fences, corrals and other improvements, which shall be placed on the premises, or any portion thereof, which shall be deemed additional security.

Together with all right, title, interest and estate now held or hereafter acquired by Grantor in and to all or any part of any street, alley, road or highway which now or hereafter is adjacent to or adjoins the described real property or any portion or part hereof.

TO HAVE AND TO HOLD the same unto the said Trustee and its successors, in trust, to secure the performance of the following obligations and payment of the following debts:

ONE: Payment of an indebtedness evidenced by a certain Promissory Note dated December 26, 1980, in the principal amount of \$110,000.00, wherein Grantors are the makers, DALTON W. WILSON is the original Payee, and which note has been assigned to Beneficiary, as the same may have been substituted and amended by a note of the same, or a later date, with the interest thereon, expenses, attorney fees and other payments therein provided, executed and delivered by the Grantor payable to the Beneficiary

or order, and any and all extensions or renewals thereof.

TWO: Payment of such additional amounts as may be hereafter loaned by the Beneficiary to the Grantor or any successor in interest of the Grantor, with interest thereon, expenses and attorney fees, and any other indebtedness or obligations of the Grantor to the Beneficiary.

THREE: Payment of all other sums with interest thereon becoming due or payable under the provisions hereof to either Trustee or Beneficiary.

FOUR: Payment, performance and discharge of each and every obligation, covenant, promise and agreement of Grantor herein or in said Note contained and of all renewals, extensions, revisions and amendments of the above described Note and any other indebtedness or obligation secured hereby.

To protect the security of this Deed of Trust, it is agreed as follows:

1. The Beneficiary has the right to record notice that this Deed of Trust is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations of the Grantor for which the Beneficiary may claim the Deed of Trust as security:

2. The Grantor shall:

A. Maintain, care for and keep the property herein described and all buildings, fences, corrals, stock watering facilities, dams, ditches, diversions, wells, pumping equipment, and all other structures, improvements and fixtures now thereon or hereafter placed thereon in at least the condition, order and repair existing on the date of this Deed of Trust, subject to reasonable normal wear and depreciation, replacement, substitution or improvement as herein provided;

B. No remove or demolish all or any portion of any buildings, fences, corrals, watering troughs, windmills, other fixtures or improvements now situate thereon or hereafter placed thereon unless the same is replaced, improved, or substituted therefor by a like item of at least equal value, quality and use;

C. Not mine or commit or permit any waste of the land, buildings, improvements and

fixtures, on said premises;

D. Farm, maintain, irrigate, harvest, and graze the meadow and pasture areas of the premises for which water rights exist in at least the same ranching and husbandmanlike manner as is the common ranch practice in the area of the ranch;

E. Properly maintain, put to beneficial use and utilize all wells and water rights appurtenant, appropriated or decreed to, or used in connection, with any portion of the premises so as not to allow any water rights to be jeopardized, diminished, reduced, damaged, or lost;

F. Graze and manage the grazing areas of the lands subject to this Deed of Trust in the manner recognized as good range management in the grazing unit or area in which the lands subject hereto are located;

G. The Grantor shall not do not permit to be done, by act or omission, anything which shall impair, lessen, diminish, devalue or deplete the security hereby given.

H. Operate the ranch according to the dictates of good ranch, soil, plant, water and range management common in the area of the ranch.

3. The following covenants, Nos. 1, 2, (replacement cost), 3, 4, (at Federal Land Bank rates), 5, 6, (which covenant is deemed to include and apply to all conditions, covenants and agreements contained herein in addition to those adopted by reference, and to any and all defaults or deficiency in performance of this Deed of Trust), 7 (reasonable), and 8 and 9 of N.R.S. 107.030, are hereby adopted and made a part of this Deed of Trust.

4. All payments secured hereby shall be paid in lawful money of the United States of America.

5. The Beneficiary and any persons authorized by the Beneficiary shall have the right to enter upon the premises at all reasonable time for the purposes of: inspecting them; determining Grantor's performance hereof; and taking all reasonable actions they are authorized to perform under the terms of this Deed of Trust.

6. In case of condemnation of the property subject



hereto, or any part thereof, by paramount authority, all of any condemnation award to which the Grantor shall be entitled less costs and expenses of litigation is hereby assigned by the Grantor to the Beneficiary, who is hereby authorized to receive and receipt for the same and apply such proceeds as received toward the payment of the indebtedness hereby secured, whether due or not.

7. 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 the property, RESERVING UNTO GRANTOR, HOWEVER, the right, prior to any default by Grantor in payment of any indebtedness 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 with or 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 the Beneficiary's 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.

8. If default be made in the payment of the obligations, note or debt secured hereby or in the performance of any of the terms, conditions or covenants of this Deed of Trust, or the payment of any sum payable hereunder, or upon the occurrence

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of any act or event of default hereunder, and such default and of election to sell said property given in the manner provided by N.R.S 107.080 as in effect on the date of this Deed of Trust, Beneficiary may declare all notes, debts and sums secured hereby or payable hereunder immediately due and payable although the date of maturity has not arrived.

9. The Note, debt and obligations secured by this Deed of Trust are secured, also, by a Security Agreement or other written security document given or executed by Grantor as Debtor in favor of Beneficiary. It is agreed that any default in the performance of any promise, covenant, term or condition contained in said Security Agreement or other security document to be performed, kept, or maintained by Debtor therein, or the occurrence of any event of default of any kind under said Security Agreement, or other security document, shall be deemed, at the option of Beneficiary, to constitute a default under this Deed of Trust and Beneficiary shall have the same rights hereunder as though a default had occurred in the performance of a promise, covenant, term, or condition herein contained and specifically herein set out.

10. The Promissory Note secured by this Deed of Trust is made a part hereof as if fully herein set out.

11. The commencement of any proceeding under the bankruptcy or insolvency laws by or against any of the Grantors, or against any of the Makers of the Note secured hereby; or the appointment of a receiver for any of the assets of any Grantor hereof or any Maker of the Note secured hereby; or the making by any of the Grantors or any Maker of the Note secured hereby of a general assignment for the benefit of creditors, shall constitute a default under this Deed of Trust.

12. Default under the Note dated January 19, 1981 in the principal sum of \$60,550.00 wherein GENE D. CLAYTON is maker and WILLARD O. GARDNER is the Payee and/or the Deed of Trust

securing the same (which is recorded in Book 81 of Official Records at Page 123, records of the County Recorder, Eureka County, Nevada), any other Deed of Trust, mortgage, contract, or other instrument, which is, or which creates, a lien, encumbrance, charge or interest of any nature on or in any of the property subject hereto having priority over any lien, right or interest created or existing under this Deed of Trust, or failure to pay or discharge when due any obligation which is secured by, or which constitutes a lien, encumbrance, charge or interest of any nature on or in any property subject hereto having priority over any lien, right or interest created or existing under this Deed of Trust, whether such obligation or the lien thereof is created by writing or otherwise, shall constitute a default under this Deed of Trust.

13. To the extent permitted by the laws of the State of Nevada, Grantor agrees to pay any deficiency arising from any cause after application of the proceeds of any sale held in accordance with the provisions hereof and agrees to pay all costs and reasonable attorney's fees incurred in any action brought to collect said deficiency.

14. Any notices to be given Grantor shall be given by registered or certified mail to Grantor at the address set forth near the signatures on this Deed of Trust or at such substitute address as Grantor may designate in writing duly delivered to Beneficiary to Trustee, and such address set forth in this Deed of Trust, or such substitute address as is designated in writing duly served as aforesaid, shall be deemed conclusively to be the correct address of Grantor for all purposes in connection with said Deed of Trust, including, but not limited to, giving of notices permitted or required by statute to be mailed to Grantor.

15. The rights and remedies herein granted shall not exclude any other rights or remedies granted by law, and all rights or remedies granted hereunder, or permitted by law, shall



be concurrent and cumulative.

16. All the provisions of this instrument shall inure to the benefit of and bind the heirs, legal representatives, successors, and assigns, of each party hereto respectively as the context permits. All obligations of each Grantor hereunder shall be joint and several. The word "Grantor" and any reference thereto shall include the masculine, feminine and neuter genders and the singular and plural, as indicated by the context and number of parties hereto.

17. It is expressly agreed that the trusts created hereby are irrevocable by the Grantor.

18. The Grantor hereby covenants and agrees that neither the acceptance nor existence, now or hereafter, of other security for the indebtedness secured hereby, or the full or partial release or discharge hereof, shall operate as a waiver of the security of this Deed of Trust, nor shall this Deed of Trust nor its satisfaction nor reconveyance made hereunder operate as a waiver of any such other security now held or hereafter acquired.

19. At any time or from time to time, without liability therefor and without notice, on written request to Beneficiary and presentation of this Trust Deed and the Note secured thereby 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 such 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 such Trust Deed to subsequent liens, encumbrances or charges therein.

20. If any provision hereof should be held unenforceable or void, then such provision shall be deemed separate from the remaining provisions and shall in no way affect the validity of this Deed of Trust.

IN WITNESS WHEREOF, the Grantor has executed these

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presents the day and year first above written.

Gene D. Clayton  
GENE D. CLAYTON

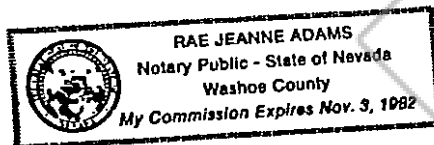
Linda R. Clayton  
LINDA R. CLAYTON

GRANTOR'S ADDRESS

P. O. Box 187  
Eureka, NV 89316

STATE OF NEVADA )  
COUNTY OF ELKO ) SS.

On March 23rd, 1982, personally appeared before me, a Notary Public, GENE D. CLAYTON and LINDA R. CLAYTON, his former wife who acknowledged that they executed the above instrument.



Rae Jeanne Adams  
NOTARY PUBLIC

RECORDED AT REQUEST OF  
Vaughan, Hull, & Copenhagen, Ltd.  
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82 APR 12 A 8:17

OFFICIAL RECORDS  
EUREKA COUNTY, NEVADA  
WILLIS A. DEPAZ - RECORDER  
FILE NO. 84082  
FEE \$ 11.00

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161523

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\$11.40 161523  
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AT REQUEST OF  
Gregory D. Com  
82 MAR 26 P 1:40

MODIFIED

RECORDED 387 PG 51  
JERRY D. REYNOLDS  
ELKO CO. RECORDER

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