

ALL-INCLUSIVE DEED OF TRUST

THIS DEED OF TRUST, made this 10th day of March 1984, by and between HERBERT J. VAN VLACK and CECELIA ANDERSON VAN VLACK, his wife, 3410 Allegheny Drive, Las Vegas, Nevada, 89122, as Grantor, and FRONTIER TITLE COMPANY, as Trustee, and DEVEL'S GATE CORPORATION, a Nevada corporation, of Post Office Box 112, Eureka, Nevada, 89316, 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 Eureka, State of Nevada, more particularly described as follows, to-wit:

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

Lot 3 as shown on that certain parcel map for Devil's Gate Corp., filed in the Office of the County Recorder of Eureka County, Nevada, ☒ filed on June 16, 1982, as File No. 84388, located in a portion of Parcel H of the Large Division Map of the E1/2 of Section 17, Township 20 North, Range 53 East, M.D. Mer.

EXCEPTING THEREFROM all of the oil and gas, in and under said land, reserved by the United States of America, in Patent recorded April 15, 1966, in Book 10, Page 331, Official Records, Eureka County, Nevada.

Together with all buildings and improvements thereon.

TOGETHER with 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 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 JUNE 10, 1984, in the principal amount of \$3,966.95, 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 obligation 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 abovedescribed notes 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 this Deed of Trust as security.

2. The Grantor shall keep the property herein described in good condition, order and repair; shall not remove, demolish, neglect, or damage any buildings, fixtures, improvements or landscaping thereon or hereafter placed or constructed thereon; shall not commit or permit any waste or deterioration of the land, buildings, and improvements; and shall not do nor permit to be done anything which shall impair, lessen, diminish or deplete the security hereby given.

3. The following covenants, Nos. 1; 2( None ); 3; 4(13.5%); 5; 6; 7 (reasonable); 8; and 9 of N.R.S. 107.030 are hereby adopted and made a part of this Deed of Trust. In connection with Covenant No. 6, it shall be 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 deficiencies in the performance 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 and inspect the premises at all reasonable times.

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. If default be made in the performance or payment of the obligation, note or debt secured hereby or in the performance of any of the terms, conditions and covenants of this Deed of Trust, or the payment of any sum or obligation to be paid hereunder, or upon the occurrence of any act or event of default hereunder, and such default is not cured within thirty-five (35) days after written notice of 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 yet arrived.

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

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

10. 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.

11. All the provisions of this instrument shall inure to 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.

12. Any notice given to Grantor under Section 107.080 of N.R.S. in connection with this Deed of Trust shall be given by registered or certified letter to the Grantor addressed to the address set forth near the signatures on this Deed of Trust, or at such substitute address as Grantor may direct in writing to Beneficiary and such notice shall be binding upon the Grantor and all assignees or grantees of the Grantor.

13. This is an All-Inclusive Deed of Trust and is subject and subordinate to a Deed of Trust now of record in the original amount of \$24,800.00, in favor of G. S. WIGGAINS, a single man, recorded May 22, 1981, in Book 94, Page 527, File No. 83-373, Official Records, Eureka County, Nevada, with an unpaid balance of \$12,376.65, which the Beneficiary herein has agreed to pay in installments of not less than \$4,976.00, plus interest, each and every May 22, until paid in full. Should the within Beneficiary default in any of the installments as to the payment on the said First Deed of Trust to which this Deed of Trust is subject and subordinate, the Trustor herein may make said payment directly to the Beneficiary thereof and any and all payments so made shall be credited to the Note which is secured by this Deed of Trust. Should the herein Trustor prepay the Note secured by this Deed of Trust, the herein Beneficiary shall also prepay the Note secured by the Deed of Trust in favor of G.S. WIGGAINS, a single man, thereby releasing the within described property from the First Deed of Trust.

Beneficiary agrees that in the event of foreclosure of this All-Inclusive Deed of Trust, he will, at the Trustee's sale bid an amount representing the amount then due upon the obligation or obligations secured hereby less the then actual total balance due upon any obligations secured by any and all Deeds of Trust having priority over this All-Inclusive Deed of Trust and covering the above described property or any portion thereof, plus any advances of other disbursements which Beneficiary, his successors or assigns may by law be permitted to include in his bid.



It is further understood and agreed that the said First Deed of Trust does include Release Provisions. Therefore, the within Beneficiary hereby agrees that he shall cause the within described property to be released with his next annual installment due May 22, 1984, and shall submit a copy of the recorded Partial Reconveyance to the Trustors herein and Frontier Title Company, Ely, Nevada, collection agent. Said release shall include the following described property:

Lot 3, as shown on that certain parcel map for Devil's Gate Corp., filed in the Office of the County Recorder of Eureka County, Nevada, filed on June 16, 1982, as File No. 84388, located in a portion of Parcel H of the Large Division Map of the E1/2 of Sec. 17, T20N, R53E, M.D.Mer., which is located in the West Half of the West Half of the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of said Sec. 17, T20N, R53E, M.D.Mer., Eureka County, Nevada.

By the signing of this Deed of Trust, the Beneficiary herein hereby authorizes the release of subject property from the said First Deed of Trust upon payment of the May 22, 1984, installment due on said encumbrance.

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

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

BENEFICIARY

DEVEL'S GATE CORPORATION, a  
Nevada Corporation

BY Earl Rasmussen  
EARL RASMUSSEN, President

STATE OF California )  
COUNTY OF Stanislaus ) SS.

GRANTOR

Herbert J. Van Vlack  
HERBERT J. VAN VLACK

Cecelia Anderson Van Vlack  
CECELIA ANDERSON VAN VLACK

On January 24, 1984, personally appeared before me, a Notary Public, EARL RASMUSSEN, the President of DEVEL'S GATE CORPORATION, who acknowledged that he executed the above instrument on behalf of said corporation.

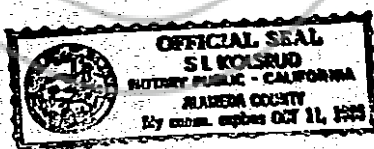
STATE OF California )  
COUNTY OF Alameda ) SS.

On March 10, 1984, personally appeared before me, a Notary Public, HERBERT J. VAN VLACK and CECELIA ANDERSON VAN VLACK, his wife, who acknowledged that they executed the above instrument.

Gayle Holt  
NOTARY PUBLIC GAYLE HOLT



OFFICIAL SEAL  
GAYLE HOLT  
NOTARY PUBLIC - CALIFORNIA  
PRINCIPAL OFFICE IN  
STANISLAUS COUNTY  
COMM. EXP. DEC. 30, 1987



St. Kolsrud  
NOTARY PUBLIC

Law Office of  
P. MICHAEL MARFISI, LTD.  
P.O. Box 871 Ely, Nevada 89801

BOOK 1 22 PAGE 335

RECORDED AT REQUEST OF  
Frontier Title Co.  
BOOK 122 PAGE 332

84 APR 26 P 4: 00

OFFICIAL RECORDS  
EUREKA COUNTY, NEVADA  
M.N. REBALANCE RECORDER  
FILE NO. 93190  
FEE \$ 9.00

BOOK 122 PAGE 336