

DEED OF TRUST

THIS DEED OF TRUST, made this 29th day of November, 1984, by and between WAYNE WILLIAMS, a single man, as Trustor, and FRONTIER TITLE COMPANY as Trustee, and MICHAEL ANTHONY, an unmarried man, WAYNE WILLIAMS, a single man, and SUNRISE HILL REAL ESTATE HOLDING CO., INC., a California Corporation, as Beneficiaries;

W I T N E S S E T H:

That the said Trustor hereby grants, bargains, sells, conveys and confirms unto the said Trustee, and to its successors and assigns, with power to sell, the following described real property situate in the County of Eureka, State of Nevada, more particularly described as follows:

TOWNSHIP 22 NORTH, RANGE 54 EAST, MDB&M. 1/4

Section 4: Lots 3, 4, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$

EXCEPTING THEREFROM all oil, gas, potash and sodium in said land, reserved by the UNITED STATES OF AMERICA, in Patent recorded June 26, 1964, in Book 4, Page 318, of Official Records, Eureka County, Nevada.

TOGETHER with all water, water rights, right to the use of water, dams, ditches, canals, pipelines, reservoirs, wells, pumps, pumping stations and all other means for the diversion or use of water appurtenant to the said land or any part thereof, for irrigation, stockwatering, domestic or any other use.

TOGETHER with any and all buildings and improvements situate thereon.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the same unto the Trustee, and to its successors and assigns, upon the trusts, covenants and agreements

-1-

ROSS P. EARDLEY
ATTORNEY AT LAW
469 IDAHO STREET - P. O. BOX 391
ELKO, NEVADA 89801
(702) 736-4046

BOOK 13 | PAGE 583

herein expressed and as security for the payment of a certain Promissory Note dated Dec 3, 1984, 1984, for the principal sum of \$48,000.00, bearing interest from the date thereof at the rate of 12% per annum, said principal sum and interest being payable as more specifically set forth in said Note; said Note being executed by the Trustor herein to the said Beneficiaries and payable in care of Felix A. Seidler, Attorney at Law, P.O. Box 1341, Alameda, California 94501, or wherever else said Beneficiaries in writing designate. Said Note is hereby referred to and incorporated herein as though set forth in full herein.

This Deed of Trust is also given as security for the payment of any and all monies which the Beneficiaries and Trustee, or either of them, may or shall hereafter loan or advance to the Trustor, or advance for his account, even though the said loan or advance may be secured by other mortgage or Deed of Trust, and as security for the payment of all other monies that may become due from the Trustor from any cause whatsoever, including the payment of all other monies hereby agreed or provided to be paid by the Trustor, or which may be paid out, or advanced, by the Trustee, or by the Beneficiaries, under the provisions of this Deed of Trust.

The Trustor hereby covenants and agrees:

1. The Trustor promises and agrees to properly care for and keep the property herein described, including any fences, buildings and other improvements thereon, in at least as good a condition of repair and maintenance as the same now are, subject to normal wear and tear, and to care for, protect and maintain any and all buildings situate thereon, and to otherwise protect and maintain said premises and not to commit nor permit any waste or deterioration thereof. The Trustor may make such alterations or improvements as he may desire on said premises, so long as they do not lessen the value of said prop-

erty, and the Trustor shall pay, when due, all claims for labor performed or material furnished thereon.

2. That the Beneficiaries, or their duly authorized agents, shall at all reasonable times have the right to enter upon said premises and inspect the same.

3. The Trustor covenants, warrants and represents that the title conveyed is a fee simple absolute title, free and clear of all encumbrances; that he will forever warrant and defend the title to the premises above mentioned to the Trustee and Beneficiaries and their successors and assigns, against all lawful claims and demands of all persons whomsoever.

4. The following covenants Nos. 1, 2(\$ 6), 3, 4(12%), 5, 6, 7(Reasonable), 8 and 9 of Section 107.030 NRS are hereby adopted and made a part of this Deed of Trust.

5. The reconveyance of this Deed of Trust shall be at the cost and expense of the Trustor, or such other persons entitled to reconveyance.

6. The acceptance by said Beneficiaries of any payment of the indebtedness hereby secured shall not operate as a waiver by the Beneficiaries of any default by the Trustor made previously to such payment in any of the covenants or agreements to be made, kept and performed by the Trustor herein provided.

7. The Trustor hereby covenants and agrees that neither the acceptance nor existence, now or hereafter, of any other security for the indebtedness secured hereby, nor the release thereof, shall operate as a waiver of the security of this Deed of Trust, nor shall this Deed of Trust, nor its satisfaction, nor a reconveyance made

hereunder, operate as a waiver of such other security now held or hereafter acquired.

8. All the provisions of this instrument shall apply to and bind the legal representatives, successors and assigns of the respective parties hereto, and it is distinctly understood and agreed that the words Trustor, Grantor, Trustee or Beneficiaries, as used in this instrument, and any pronoun referring thereto, is intended to and does include the masculine, feminine and neuter genders, and the singular and plural numbers; that the covenants and agreements of the Trustor or Grantor herein shall be construed to be the joint and several covenants and agreements of all persons who sign this instrument; that if any provision of this Deed of Trust be judicially declared invalid, such decision shall not affect the validity of the remaining provisions, and if any sale made hereunder shall be judicially declared invalid or deemed by the Beneficiaries to be invalid, such sale shall not exhaust the power of sale, and the Trustee, at the request of the Beneficiaries, may proceed anew with the sale of this property, in order to enforce fully the provisions of this Deed of Trust.

9. Said Trustor agrees that the said Trustee, or its successors in interest, shall not incur any liability on account of any act done or omitted to be done, in good faith, under the provisions of this Deed of Trust, and that said Trustee shall be fully protected in acting upon any statement, report, order, notice, request, consent or other paper or document believed to be genuine and signed by the proper parties.

10. The Beneficiaries of this Deed of Trust hereby agree that this Deed of Trust may at any time be subordinated to a new First Deed of Trust not to exceed \$60,000.00, and said Beneficiaries shall,

upon request, sign all documents necessary to effect such subordination.

IN WITNESS WHEREOF, the Trustor and Beneficiaries have executed these presents the day and year first above written.

Wayne Williams
WAYNE WILLIAMS
Trustor

Michael Anthony
MICHAEL ANTHONY

Wayne Williams
WAYNE WILLIAMS

By [Signature]
Attorney-in-Fact

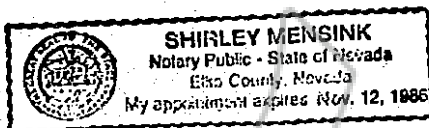
By [Signature]
Attorney-in-Fact

SUNRISE HILL REAL ESTATE HOLDING
CO., INC., a California Corporation

By [Signature]
Attorney-in-Fact

STATE OF Nevada)
COUNTY OF Elko) SS.

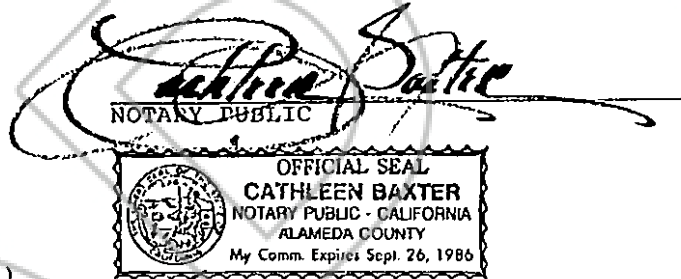
On this 3rd day of December, 1984, personally appeared before me WAYNE WILLIAMS, who acknowledged that he executed the above instrument.



Shirley Mensink
NOTARY PUBLIC

STATE OF California)
COUNTY OF Alameda) SS.

On this 29th day of November, 1984, personally appeared before me FELIX A. SEIDLER, known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of MICHAEL ANTHONY and WAYNE WILLIAMS, and each of them, and acknowledged to me that he subscribed the names of MICHAEL ANTHONY and WAYNE WILLIAMS thereto as principals and his own name as attorney-in-fact for each of said persons, freely and voluntarily and for the uses and purposes therein mentioned.



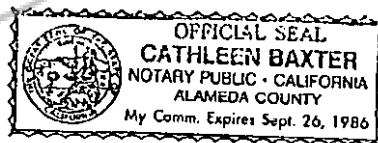
STATE OF California)
COUNTY OF Alameda) SS.

On this 29th day of November, 1984, personally appeared before me FELIX A. SEIDLER, known to me to be the Attorney-in-Fact of SUNRISE HILL REAL ESTATE HOLDING CO., INC., a California Corporation, who acknowledged that he executed the above instrument.



RECORDED AT REQUEST OF
Frontier Title Co.
BOOK 131 PAGE 583

84 DEC 3 P 1:08



OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
M.N. REDEALT RECORDS
FILE NO. 9722
FEE \$ 10.00