

After recording, return Deed Of
Trust to the following address:
Shady Meadows, Inc.
c/o Leonard P. Corsentino, President
3110 Coronado Way
Reno, Nevada 89503

DEED OF TRUST

This Deed Of Trust is executed by Steven R. Lewis and Michele L. Lewis, husband and wife, as Trustor, to First American Title Company of Nevada, a Nevada corporation, as Trustee, for the benefit of Shady Meadows, Inc., a Colorado corporation, as Beneficiary.

I

PURPOSE

Trustor irrevocably grants, transfers, and assigns to Trustee, in trust, with power of sale, the real property situated in the County of Eureka, State of Nevada, described as follows:

That portion of Section 18, T.21 N., R.53 E., M.D.M., described as Parcel 3 of that Final Map of Proposed Land Division Into Large Parcels ("Final Map"), according to the map thereof, filed by Shady Meadows, Inc. in the Office of the County Recorder of Eureka County, State of Nevada, on November 22, 1983, as File No. 91012.

Together with the non-exclusive right to use the roadway and utility easements, as shown on the above-described map, and as reserved by the grantor upon the conveyance of Parcel 2 of the Final Map.

Together with any water rights appurtenant to Parcel 3 of the Final Map and the seventeen (17) inch steel-cased well presently situated on the boundary between Parcel 3 and Parcel 4 of the Final Map and an easement over that portion of Parcel 4 necessary to service the well, equal to a five (5) feet radius from the center of the well (said easement not being described on the Final Map).

together with the rents, issues, and profits thereof. The real property described above is hereafter referred to as the "Real Property." This Deed Of Trust secures the following:

A. The performance of each covenant of Trustor contained in article II.

B. The payment of the indebtedness evidenced by a Promissory Note dated October 15, 1984, in the principal sum of Twenty Thousand, Five Hundred Dollars (\$20,500.00), bearing interest on the declining principal balance at the rate of eleven and seventy-five hundredths percent (11.75%) per annum, payable to the order of Beneficiary. This Promissory Note is incorporated by reference as a part of this Deed Of Trust.

C. The payment of such additional sums, with interest thereon, as may hereafter be loaned by Beneficiary to Trustor when evidenced by a promissory note of Trustor. The promissory note is to state that it is secured by this Deed Of Trust. As used in this Deed Of Trust, the term "Promissory Note" includes the Promissory Note referred to in paragraph B. above and any subsequent promissory note which evidences the additional advances which are secured by this Deed Of Trust.

II

COVENANTS OF TRUSTOR

A. Trustor covenants and agrees to pay when due all claims for labor performed and materials furnished for any construction, alterations, or repairs upon the Real Property; to comply with all laws affecting the Real Property or relating to any alterations or improvements that may be made thereon; not to commit or permit waste thereon, nor to commit, suffer, or permit any acts upon the Real Property in violation of any law, covenant, condition, or restriction affecting the Real Property; to maintain the Real Property in a good state of repair and not to make any alterations to the Real Property which would in any way reduce or impair or tend to reduce or impair its value.

B. Trustor covenants and agrees to pay all reconveyance fees charged by Trustee at the time of payment of the indebtedness secured by this Deed Of Trust.

C. The following covenants of Section 107.030 of the Nevada Revised Statutes are hereby adopted and made a part of this Deed of Trust: Covenant No. 1, Covenant No. 2 (Fire insurance, full insurable value), Covenant No. 3, Covenant No. 4 (Interest, 12%), Covenant No. 5, Covenant No. 6, Covenant No. 7 (Attorneys' fees, reasonable), Covenant No. 8, and Covenant No. 9.

III

DEFAULT

A. Any of the following shall constitute a default under the terms of this Deed Of Trust.

1. The failure to make any of the payments required by the terms of the Promissory Note.

2. The failure to perform any of the covenants contained in article II.

B. Upon any default, Beneficiary may, at Beneficiary's option, declare the full amount of the indebtedness evidenced by the Promissory Note immediately due and payable although the time of maturity as expressed in the Promissory Note may not have then arrived, and Beneficiary shall be entitled to enter upon and take possession of the Real Property, or any part thereof, to perform such acts of repair or protection as may be necessary or proper to preserve the value thereof, to rent or lease the Real Property or any part thereof for such rental, term, and upon such conditions as Beneficiary considers necessary or proper, and to collect the rents, issues, and profits thereof as additional security.

The rights and remedies expressly granted by the terms of this Deed Of Trust shall not exclude any other rights or remedies granted by law, and all rights and remedies granted by this Deed Of Trust or permitted by law shall be concurrent and cumulative.

IV

CONDEMNATION PROCEEDS

If all or any portion of the Real Property is taken by eminent domain, by inverse condemnation, or for any public or quasi-public use under any statute, all sums paid as a result of the taking shall, to the extent required to discharge all obligations of Trustor which are secured by the terms of this Deed Of Trust, be paid to Beneficiary, and the balance remaining, if any, shall be paid to Trustor.

V

DEFICIENCY JUDGMENT

Trustor agrees to pay any deficiency arising in any manner after the application of the proceeds of any foreclosure sale held by Trustee pursuant to the provisions of this Deed Of Trust.

VI

MISCELLANEOUS

A. Trustee is not obligated to notify any party to this Deed Of Trust of any pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

B. This Deed Of Trust shall be binding upon and shall inure to the benefit and detriment of the parties hereto and their respective personal representatives, heirs, successors, and assigns.

C. The waiver of any breach of any of the terms or conditions of this Deed Of Trust, or of any of the terms and conditions of the Promissory Note, shall not constitute a waiver of any subsequent breach of the same or of any other term or condition.

D. As used in this Deed of Trust, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be considered to include the others whenever the context so indicates.

E. All notices of default shall be mailed to Trustor at the following address:

Mr. and Mrs. Steven R. Lewis
P. O. Box 621
Eureka, Nevada 89316

Dated this 4th day of December, 1984.



Steven R. Lewis



Michèle L. Lewis

TRUSTOR

STATE OF NEVADA)
COUNTY OF EUREKA)

On this 4th day of December,
1984, personally appeared before me,
a Notary Public, Steven R. Lewis and
Michele L. Lewis, husband and wife,
who acknowledged to me that they
executed the foregoing Deed Of
Trust.

Kelly D. Hoekenga
Notary Public



WALTHER, KEY, MAURIN, GATE, COX, LEE & KLACH, ATTORNEYS AT LAW, Reno, NEVADA

RECORDED AT REQUEST OF
Leonard P. Corsentino & Co.
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OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
H.N. REALE ATT. RECORDER
FILE NO. 97424
FEE \$ 8.00

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