

DEED OF TRUST

THIS DEED OF TRUST, made this 12 day of August, 1985, by and between STEPHEN A. AUCH and SHARON F. AUCH, husband and wife, and GARY G. LEONARD, an unmarried man, as Trustor, and FRONTIER TITLE COMPANY, as Trustee, and EDWARD A. MELKA and HELEN MELKA, aka HELEN S. MELKA, husband and wife, as Joint Tenants, as Beneficiary. (It is distinctly understood that the words "Trustor" and Beneficiary" and the word "his" referring to the Trustor or Beneficiary, as herein used, are intended to and do include the masculine, feminine and neuter genders and the singular and plural numbers, as indicated by the context.)

W I T N E S S E T H :

That said Trustor hereby grants, conveys and confirms unto said Trustee in trust with power of sale, the following described real property situate in the County of Eureka, State of Nevada, to-wit:

PARCEL 1:

TOWNSHIP 20 NORTH, RANGE 53 EAST, M.D.B. & M.

Section 24: Lots 4, 5, W $\frac{1}{2}$ NE $\frac{1}{4}$

EXCEPTING THEREFROM all the oil and gas in and under said land, reserved by the United States of America, in Patent recorded May 21, 1973, in Book 45, Page 386, Official Records, Eureka County, Nevada. *g*

PARCEL 2:

TOWNSHIP 20 NORTH, RANGE 53 EAST, M.D.B. & M.

Section 24: SW $\frac{1}{4}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$

TOGETHER WITH all BLM and National Forest range and grazing right permits and privileges and range water and range watering rights of every name, nature, kind and description appurtenant to and used in connection with the above described property.

TOGETHER WITH Water Permits Nos. 22449, 22450, 28284, 17226 and all other water, water rights, rights 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 all and singular the tenements, hereditaments and appurtenances thereunto belonging or anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title and interest, homestead or other claim or demand, as well in law as in equity, which the Trustor now has or may hereafter acquire, or, in or to the said premises or any part thereof, with the appurtenances.

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1 As additional security, Trustor hereby assigns all
2 rents from such property and gives to and confers upon Beneficiary
3 the right, power and authority, during the continuance of this
4 Trust, to collect the rents, issues, and profits of said property,
5 reserving unto Trustor the right, prior to any default by Trustor
6 in payment of any indebtedness secured hereby or in performance
7 of any agreement hereunder, to collect and retain such rents,
8 issues, and profits as they become due and payable.

9 Upon any such default, Beneficiary may at any time
10 without notice, either in person, by agent, or by a receiver
11 to be appointed by a court, and without regard to the adequacy
12 of any security for the indebtedness hereby secured, enter upon
13 and take possession of said property or any part thereof, in
14 his own name for or otherwise collect such rents, issues, and
15 profits, including those past due and unpaid, and apply the
16 same, less costs and expenses of operation and collection,
17 including reasonable attorney's fees, upon any indebtedness
18 secured hereby, and in such order as Beneficiary may determine.

19 The entering upon and taking possession of said
20 property, the collection of such rents, issues, and profits,
21 and the application thereof as aforesaid, shall not cure or
22 waive any default or notice of default hereunder or invalidate
23 any act done pursuant to such notice.

24 TO HAVE AND TO HOLD the same unto the said Trustee
25 and its successors, upon the trusts hereinafter expressed:

26 As security for the payment of Seventy Six Thousand
27 Dollars (\$76,000.00) in lawful money of the United States of
28 America, with interest thereon in like money and with expenses
29 and counsel fees according to the terms of the Promissory Note
30 or Notes for said sum executed and delivered by the Trustor
31 to the Beneficiary; such additional amounts as may be hereafter
32 loaned by the Beneficiary or his successor to the Trustor or
33 any of them, of any successor in interest of the Trustor, with
34 interest thereon, and any other indebtedness or obligation of
35 the Trustor or any of them, and any present or future demands
36 of any kind or nature which the Beneficiary, or his successor,
37 may have against the Trustor or any of them, whether created
38 directly or acquired by assignment; whether absolute or
39 contingent; whether existing at the time of the execution of
40 this instrument, or arising thereafter; also as security for
41 the payment and performance of every obligation, covenant, promise
42 or agreement herein or in said note or notes contained.

43 Trustor grants to Beneficiary the right to record
44 notice that this Deed of Trust is security for additional amounts
45 and obligations not specifically mentioned herein but which
46 constitute indebtedness or obligations of the Trustor for which
47 Beneficiary may claim this Deed of Trust as security.

48 AND THIS INDENTURE FURTHER WITNESSETH:

49 FIRST: The Trustor promises and agrees to pay when
50 due all claims for labor performed and materials furnished for
51 any construction, alteration or repair upon the above-described
52 premises; to comply with all laws affecting said property or
53 relating to any alterations or improvements that may be made
54 thereon; not to commit, suffer or permit any acts upon said
55 property in violation of any law, covenant, condition or
56 restriction affecting said property.

1 SECOND: The Trustor promises to properly care for
2 and keep the property herein described in first-class condition,
3 order and repair; to care for, protect and repair all buildings
4 and improvements situate thereon; and otherwise to protect and
5 preserve the said premises and the improvements thereon and
6 not to commit or permit any waste or deterioration of said
7 buildings and improvements or of said premises. If the above
8 described property is farm land, Trustor agrees to farm, cultivate
9 and irrigate said premises in a proper, approved and
10 husbandmanlike manner.

11 THIRD: The following covenants, numbers 2, 3, 5,
12 6, and 8 of Nevada Revised Statutes 107.030, are hereby adopted
13 and made a part of this Deed of Trust, except that the amounts
14 agreed on by the parties to this instrument with respect to
15 the covenant number 2, incorporated by reference, of such trust
16 and agreement are respectively as follows: Seventy Six Thousand
17 Dollars (\$76,000.00). Such provisions so incorporated shall
18 have the same force and effect as though specifically set forth
19 and incorporated verbatim in this Deed of Trust. In the event
20 of conflict between the provisions on the face of this Deed
21 of Trust and the covenants adopted by reference, the covenants
22 on the face of this Deed of Trust shall control.

23 FOURTH: Beneficiary may, from time to time, as
24 provided by statute, or by a writing, signed and acknowledged
25 by him and recorded in the office of the County Recorder of
26 the County in which said land or such part thereof as is then
27 affected by this Deed of Trust is situated, appoint another
28 Trustee in place and named shall be discharged and Trustee so
29 appointed shall be substituted as Trustee hereunder with the
30 same effect as if originally named Trustee herein.

31 FIFTH: Trustor agrees to pay any deficiency arising
32 from any cause after application of the proceeds of the sale
held in accordance with the provisions of the covenants
hereinabove adopted by reference.

20 SIXTH: The rights and remedies hereby granted shall
21 not exclude any other rights or remedies granted by law, and
22 all rights and remedies granted hereunder or permitted by law
23 shall be concurrent and cumulative. A violation of any of the
24 covenants herein expressly set forth shall have the same effect
25 as the violation of any covenant herein adopted by reference.

26 SEVENTH: In the event of any tax or assessment on
27 the interest under this Deed of Trust it will be deemed that
28 such taxes or assessments are upon the interest of the Trustor,
29 who agrees to pay such taxes or assessments although the same
30 may be assessed against the Beneficiary or Trustee.

27 EIGHTH: All the provisions of this instrument shall
28 inure to, apply, and bind the legal representatives, successors
29 and assigns of each party hereto respectively.

29 NINTH: In the event of a default in the performance
30 or payment under this Deed of Trust or the security for which
31 this Deed of Trust has been executed, any notice given under
32 Section 107.080 N.R.S. shall be given by registered letter to
the Trustor(s) at the address herein, Pinto Creek Ranch, Eureka, NV 89316
and such notice shall be binding upon the Trustor(s), Assignee(s),
or Grantee(s) from the Trustor(s).

1 TENTH: It is expressly agreed that the trusts created
hereby are irrevocable by the Trustor.

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

4 Stephen A. Auch
STEPHEN A. AUCH

5 Sharon F. Auch
6 SHARON F. AUCH

7 Gary G. Leonard
8 GARY G. LEONARD

9
10 STATE OF NEVADA,)
11) ss.
County of Eureka.)

12 On this 12 day of August, 1985, personally
13 appeared before me, a Notary Public, in and for said County
and State, STEPHEN A. AUCH and SHARON F. AUCH, husband and wife,
14 known to me to be the persons described in and who executed
the foregoing instrument, who acknowledged to me that they
15 executed the same freely and voluntarily and for the uses and
purposes therein mentioned.

16 IN WITNESS WHEREOF, I have hereunto set my hand and
17 affixed my official seal the day and year last above written.

18 Paul Shamp
NOTARY PUBLIC

19 STATE OF NEVADA,)
20) ss.
21 County of Eureka.)

22 On this 12 day of August, 1985, personally
appeared before me, a Notary Public, in and for said County
and State, GARY G. LEONARD, an unmarried man, known to me to
23 be the person described in and who executed the foregoing
instrument, who acknowledged to me that he executed the same
24 freely and voluntarily and for the uses and purposes therein
mentioned.

25 IN WITNESS WHEREOF, I have hereunto set my hand and
26 affixed my official seal the day and year last above written.

27 RECORDED AT REQUEST OF
Frontier Title Co.
28 BOOK 138 PAGE 258

29 Paul Shamp
NOTARY PUBLIC
30 JUDICIAL COURT

31 85 AUG 29 P4:52

32 OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. 100171
FEE \$ 8.00

- 4th and last -

DAN L. PAPEZ
ATTORNEY AT LAW
P.O. BOX 440
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