

100423

DEED OF TRUST

This DEED OF TRUST, made this 9 day of August, 1985, by and between
KENNETH J. WASHBURN and LOUISE WASHBURN, 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 situated in the County of Eureka, State of Nevada,
more particularly described as follows, to-wit:

Lot 4 as shown on that certain parcel map for Devel'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 of H of the Large Division Map of the E $\frac{1}{2}$ of Section 17, Township
20 North, Range 53 East, N. 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.

RESERVING THEREFROM unto the within Devel's Gate Corp. a non-exclusive
easement for road and utility purposes thirty feet wide along the Southerly
line of said property granting for road and utility purposes a strip of
land along the Northerly line of the Westerly $\frac{1}{2}$ of Parcel G as shown
on above referenced map.

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, remainders, rents, issues and profits
thereof.

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1 TO HAVE AND TO HOLD the same unto said Trustee and it's successors, in trust, to secure the
2 performance of the following obligations, and payment of the following debts:
3 ONE: Payee agrees to pay eight (8) monthly installments per year in the amount of Six hundred
4 and One Dollars and Thirty-Five Cents (\$601.35) including principal and interest. The twelve
5 month (12) period for the purpose of this provisions shall be defined as twelve from date of
6 close of escrow and each annual anniversary thereon. Payments will be made on the first day of
7 each and every month upon which payment is made, payee may choose, at his own discretion, the
8 eight months of the year in which he will make payments.

9 The determination of allocation of principal and interest shall be based on the same
10 twelve month period described above. Principal and interest shall be payable in lawful money
11 of the United States.

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

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

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

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

21 1. The Grantor shall keep the property herein described in good condition, order and repair,
22 shall not remove, demolish, neglect, or damage and buildings, fixtures, improvements or landscaping
23 thereon or hereafter placed or constructed thereon; shall not commit or permit any waste or
24 deterioration of the land, buildings and improvements; and shall not do or permit to be done any-
25 thing which shall impair, lessen, diminish or deplete the security hereby given.

26 2. The following covenants, Nos. 1;2(—);3;4(12%);5;6;7(resonable);8;
27 and 9 of N.R.S. 107.030 are hereby adopted and made part of this Deed of Trust. In connection
28 with Covenant No.6, it shall be deemed to include and apply to all conditions, covenants and

1 agreements contained herein in addition to those adopted by reference, and to any and all defaults
2 or deficiencies in the performance of this Deed of Trust.

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

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

9 5. If default be made in the performance or payment of the obligation, note or debt secured
10 hereby or in the performance of any of the terms, conditions and covenants of this Deed of Trust,
11 or the payment of any sum or obligation to be paid hereunder, or upon the occurrence of any act
12 or event of default hereunder, and such default is not cured within thirty-five (35) days after
13 written notice of default and of election to sell said property given in the manner provided by
14 N.J.S. 107.080 as in effect on the date of this Deed of Trust, Beneficiary may declare all notes,
15 debts and sums secured hereby or payable hereunder immediately due and payable although the date
16 of maturity has not yet arrived.

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

19 7. Partial Release: Grantor and Beneficiary have agreed that providing Grantor is not
20 in default under any of his obligations hereunder, Grantor shall be entitled to release provisions
21 as follows:

22 Upon payment of \$4000.00 for each one acre parcel, which shall be in addition to
23 regular monthly installments, Beneficiary shall release any one acre parcel as requested
24 by Grantor, provided subject acre has existing access for ingress and egress.

25 8. The commencement of any proceeding under the bankruptcy or insolvency laws by or against
26 the Grantor or the maker of the note secured hereby; or the appointment of the receiver for any of
27 the assets of the Grantor hereof or the maker of the note secured hereby or the making by the
28 Grantor or the maker of the Note secured hereby of a general assignment for the benefit of creditors,

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1 shall constitute a default under this Deed of Trust.

2 9. The rights and remedies herein granted shall not exclude any other rights or remedies
3 granted by law, and all rights or remedies granted hereunder or permitted by law shall be
4 concurrent and cumulative.

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

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

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

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

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19 GRANTOR:

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Robert M. Washburn
E. Lawrence Washburn

P. O. Box 335
Lakeside, California 92040

BENEFICIARY:

Devel's Cafe Corporation

Carl A. Rasmussen
Carl A. Rasmussen, President

Pies of Devel's Cafe Corp

LYBEE 201008

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Stewart Title Company of San Diego
CORPORATION ACKNOWLEDGEMENT

State of California } ss.
County of San Diego

On Aug 27, 1985

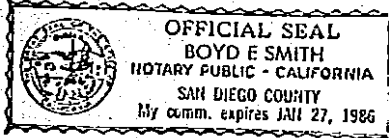
before me, the undersigned, a Notary Public in and for
San Diego County, California,

personally appeared Earl A Rosmussen

known to me to be the _____ President, and
known to me to be the _____ Secretary of
the corporation that executed the within instrument, and
known to me to be the persons who executed the within
instrument on behalf of the corporation therein named, and
acknowledged to me that such corporation executed the
within instrument pursuant to its By-Laws or a Resolution of
its Board of Directors.

WITNESS my hand and official seal.

(Seal)



3001 (6/82) (Individual) First American Title Company

STATE OF CALIFORNIA } ss.
COUNTY OF San Diego

On Aug 27, 1985

before me, the undersigned, a Notary Public in and for
said State, personally appeared Kenneth J Washburn &
E. Louise Washburn

personally known to me (or proved to me on the basis of satis-
factory evidence) to be the person(s) whose name(s) is/are sub-
scribed to the within instrument and acknowledged to me that
he/she/they executed the same.

WITNESS my hand and official seal.

Signature



(This area for official notarial seal)

RECORDED AT REQUEST OF
Frontier Title Co.
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85 SEP 30 P 1:16

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
MR. REBALEATI, RECORDER
FILE NO. 100423
FEE \$ 9.00

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