

DEED OF TRUST

1
2 THIS DEED OF TRUST, made this ^{20TH} day of
3 ~~DECEMBER~~, 1985, by and between PAUL E. SCHWANK and ALVA
4 R. SCHWANK, husband and wife, of Alameda County, California,
5 as Trustor, and FRONTIER TITLE COMPANY, as Trustee, and MARK
6 T. HOEKENGA II and MARION H. HOEKENGA, husband and wife, of
7 Eureka County, Nevada, 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 :

8
9 That said Trustor hereby grants, conveys and confirms
10 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:

11 Lots 1 and 2, in Block 122, in the Town of ^{v6}
12 Eureka, County of Eureka, State of Nevada,
13 as the same are delineated on the Official
Plat of Eureka Townsite, on file in the Office
of the Eureka County Recorder.

14 EXCEPTING THEREFROM all uranium, thorium, or any
15 other material which is or may be determined to
16 be peculiarly essential to the production of
fissionable materials in and under said land,
17 reserved by the United States of America, in
Patent recorded December 19, 1947, in Book 23,
Page 226, Deed Records, Eureka County, Nevada.

18 TOGETHER WITH all and singular the tenements, heredita-
19 ments and appurtenances thereunto belonging or anywise
20 appertaining, and the reversion and reversions, remainder and
remainders, rents, issues and profits thereof, and also all
21 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
22 or any part thereof, with the appurtenances.

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

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

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

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

6 As security for the payment of Nine Thousand Five
7 Hundred Dollars (\$9,500.00) in lawful money of the United States
8 of America, with interest thereon in like money and with expenses
9 and counsel fees according to the terms of the Promissory Note
10 or Notes for said sum executed and delivered by the Trustor
11 to the Beneficiary; such additional amounts as may be hereafter
12 loaned by the Beneficiary or his successor to the Trustor or
13 any of them, of any successor in interest of the Trustor, with
14 interest thereon, and any other indebtedness or obligation of
the Trustor or any of them, and any present or future demands
of any kind or nature which the Beneficiary, or his successor,
may have against the Trustor or any of them, whether created
directly or acquired by assignment; whether absolute or
contingent; whether existing at the time of the execution of
this instrument, or arising thereafter; also as security for
the payment and performance of every obligation, covenant, promise
or agreement herein or in said note or notes contained.

15 Trustor grants to Beneficiary the right to record
16 notice that this Deed of Trust is security for additional amounts
17 and obligations not specifically mentioned herein but which
18 constitute indebtedness or obligations of the Trustor for which
Beneficiary may claim this Deed of Trust as security.

19 AND THIS INDENTURE FURTHER WITNESSETH:

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

23 SECOND: The Trustor promises to properly care for
24 and keep the property herein described in first-class condition,
25 order and repair; to care for, protect and repair all buildings
26 and improvements situate thereon; and otherwise to protect and
27 preserve the said premises and the improvements thereon and
not to commit or permit any waste or deterioration of said
buildings and improvements or of said premises. If the above
described property is farm land, Trustor agrees to farm, cultivate
and irrigate said premises in a proper, approved and
husbandmanlike manner.

28 THIRD: The following covenants, Nos. 1, 2 (\$15,000.00
29 amount of insurance), 3, 4 (interest 10.0% per annum), 5, 6,
30 7 (counsel fees 15%) and 8 of N.R.S. 107.030, are hereby adopted
and made a part of this Deed of Trust.

31 FOURTH: Beneficiary may, from time to time, as
32 provided by statute, or by a writing, signed and acknowledged
by him and recorded in the office of the County Recorder of

1 the County in which said land or such part thereof as is then
2 affected by this Deed of Trust is situated, appoint another
3 Trustee in place and stead of Trustee herein named, and thereupon,
4 the Trustee herein named shall be discharged and Trustee so
5 appointed shall be substituted as Trustee hereunder with the
6 same effect as if originally named Trustee herein.

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

11 SIXTH: The rights and remedies hereby granted shall
12 not exclude any other rights or remedies granted by law, and
13 all rights and remedies granted hereunder or permitted by law
14 shall be concurrent and cumulative. A violation of any of the
15 covenants herein expressly set forth shall have the same effect
16 as the violation of any covenant herein adopted by reference.

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

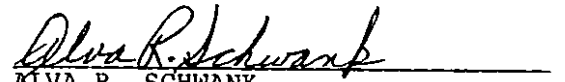
22 EIGHTH: All the provisions of this instrument shall
23 inure to, apply, and bind the legal representatives, successors
24 and assigns of each party hereto respectively.

25 NINTH: In the event of a default in the performance
26 or payment under this Deed of Trust or the security for which
27 this Deed of Trust has been executed, any notice given under
28 Section 107.080 N.R.S. shall be given by registered letter to
29 the Trustor(s) at the address herein, 1440 6th Street #5,
30 Alameda, California 94501
31 and such notice shall be binding upon the Trustor(s), Assignee(s),
32 or Grantee(s) from the Trustor(s).

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

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


PAUL E. SCHWANK


ALVA R. SCHWANK

27 STATE OF CALIF,)
28 County of ALAMEDA.) ss.

29 On this 20TH day of DECEMBER, 1985, personally
30 appeared before me, a Notary Public, in and for said County
31 and State, PAUL E. SCHWANK and ALVA R. SCHWANK, husband and
32 wife, known to me to be the persons described in and who executed
the foregoing instrument, who acknowledged to me that they
executed the same freely and voluntarily and for the uses and
purposes therein mentioned.

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

3 *Paul B. Stier*
4 NOTARY PUBLIC



15 RECORDED AT REQUEST OF
16 *Frontier Title Co.*
17 BOOK 142 PAGE 170

18 86 JAN 23 P 1: 33

19 OFFICIAL RECORDS
20 BUREAU OF RECORDS & DEEDS
21 ALameda County Recorder
22 FILE No **101912**
23 FEE \$ 8.00
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- 4th and last -

BOOK 142 PAGE 173