

102277

DEED OF TRUST
AND
FIXTURE FILING

THIS DEED OF TRUST, made this 26th day of March, 1986, by and between KOLBE K. KLINDT & JUDITH A. KLINDT, husband and wife as Grantors, and Frontier Title Company, as Trustee, and WILLIAM MANLEY & MARIHELEN MANLEY, husband and wife as community property with right of survivorship as Beneficiaries.

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 situate in the County of Eureka, State of Nevada, more particularly described as follows:

All that certain real property situate in the County of Eureka, State of Nevada, more particularly described as follows:

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

Section 11: S $\frac{1}{2}$

EXCEPTING THEREFROM all oil and gas in and under said land, reserved by the United States of America, in Patent recorded December 27, 1962, in Book 26, Page 335, Deed Records, Eureka County, Nevada.

Together with all buildings; fixtures; corrals; fences; stockwater troughs, tanks and facilities; windmills now on the premises or any portion thereof; and together with all new or additional buildings, structures, fixtures, fences, corrals and other improvements, which shall be placed on the premises, or any portion thereof, which shall be deemed additional security.

VAUGHAN, HULL, COPENHAVER & HANSEN, LTD.
ATTORNEYS AND COUNSELORS
530 IDAHO STREET
ELKO, NEVADA 89801

BOOK 143 PAGE 291

1.

Together with all right, title, interest and estate now held or hereafter acquired by Grantor in and to all or any part of any street, alley, road or highway which now or hereafter is adjacent to or adjoins the described real property or any portion or part hereof.

TO HAVE AND TO HOLD the same unto the said Trustee and its successors, in trust, to secure the performance of the following obligations and payment of the following debts:

ONE: Payment of an indebtedness evidenced by a certain Promissory Note of even date herewith, in the principal amount of Sixty Thousand Dollars \$60,000.00, with the interest thereon, expenses, attorney fees and other payments therein provided, executed and delivered by the Grantor payable to the Beneficiary or order, and any and all extensions or renewals thereof.

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

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

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

VAUGHAN, HULL, COPENHAVER & HANSEN, LTD.
ATTORNEYS AND COUNSELORS
530 IDAHO STREET
ELKO, NEVADA 89801

2.

BOOK 143 PAGE 292

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

1. The Beneficiary has the right to record notice that this Deed of Trust is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations of the Grantor for which the Beneficiary may claim the Deed of Trust as security:

2. The Grantor shall:

A. Maintain, care for and keep the property herein described and all buildings, fences, corrals, stock watering facilities, dams, ditches, diversions, wells, pumping equipment, and all other structures, improvements and fixtures now thereon or hereafter placed thereon in at least the condition, order and repair existing on the date of this Deed of Trust, subject to reasonable normal wear and depreciation, and replacement, substitution or improvement as herein provided;

B. Not remove or demolish all or any portion of any buildings, fences, corrals, watering troughs, windmills, other fixtures or improvements now situate thereon or hereafter placed thereon unless: (1) the same is replaced, improved, or substituted therefor by a like item of at least equal value, quality and use; or (2) the Beneficiary gives written consent in advance;

VAUGHAN, HULL, COPENHAVER & HANSEN, LTD.
ATTORNEYS AND COUNSELORS
530 IDAHO STREET
ELKO, NEVADA 89801

3.

BOOK 143 PAGE 293

C. Not mine or commit or permit any waste of the land, buildings, improvements and fixtures, on said premises;

D. Farm, maintain, irrigate, harvest, and graze the meadow and pasture areas of the premises for which water rights exist in at least the same ranching and husbandmanlike manner as is the common ranch practice in the area of the ranch;

E. Properly maintain, put to beneficial use and utilize all wells and water rights appurtenant, appropriated or decreed to, or used in connection, with any portion of the premises so as not to allow any water rights to be jeopardized, diminished, reduced, damaged, or lost;

F. The Grantor shall not do not permit to be done, by act or omission, anything which shall impair, lessen, diminish, devalue or deplete the value of the security hereby given.

G. Operate the ranch according to the dictates of good ranch, soil, plant, water and range management common in the area of the ranch.

VAUGHAN, HULL, COPENHAVER & HANSEN, LTD.
ATTORNEYS AND COUNSELORS
530 IDAHO STREET
ELKO, NEVADA 89801

4.

BOOK 143 PAGE 294

3. The following covenants, Nos. 1, 2, (replacement cost), 3, 4, (7½%), 5, 6, (which covenant is deemed to include and apply to all conditions, covenants and agreements contained herein in addition to those adopted by reference, and to any and all defaults or deficiency in performance of this Deed of Trust), 7 (reasonable), and 8 and 9 of N.R.S. 107.030, are hereby adopted and made a part of this Deed of Trust.

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

5. The Beneficiary and any persons authorized by the Beneficiary shall have the right to enter upon the premises at all reasonable time for the purposes of: inspecting them; determining Grantor's performance hereof; and taking all reasonable actions they are authorized to perform under the terms of this Deed of Trust.

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

7. If default be made in the payment of the obligations, note or debt secured hereby or in the performance of any of the terms, conditions or covenants of this Deed of Trust, or the payment of any sum payable hereunder, or upon the occurrence

of any act or event of default hereunder, and such default is not cured within thirty-five (35) days after written notice of default and of election to sell said property given in the manner provided by N.R.S 107.080 as in effect on the date of this Deed of Trust, Beneficiary may declare all notes, debts and sums secured hereby or payable hereunder immediately due and payable although the date of maturity has not arrived.

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

9. To the extent permitted by the laws of the State of Nevada, Grantor agrees to pay any deficiency arising from any cause after application of the proceeds of any sale held in accordance with the provisions hereof and agrees to pay all costs and reasonable attorney's fees incurred in any action brought to collect said deficiency.

10. Any notices to be given Grantor shall be given by registered or certified mail to Grantor at the address set forth near the signatures on this Deed of Trust or at such substitute address as Grantor may designate in writing duly delivered to Beneficiary and to the Trustee, and such address set forth in this Deed of Trust, or such substitute address as is designated in writing duly served as aforesaid, shall be deemed conclusively to be the correct address of Grantor for all purposes in connection with said Deed of Trust, including, but not limited to, giving of notices permitted or required by statute to be mailed to Grantor.

11. The rights and remedies herein granted shall not

exclude any other rights or remedies granted by law, and all rights or remedies granted hereunder, or permitted by law, shall be concurrent and cumulative.

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

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

14. The Grantor hereby covenants and agrees that neither the acceptance nor existence, now or hereafter, of other security for the indebtedness secured hereby, or the full or partial release or discharge hereof, shall operate as a waiver of the security of this Deed of Trust, nor shall this Deed of Trust nor its satisfaction nor reconveyance made hereunder operate as a waiver of any such other security now held or hereafter acquired.

15. At any time or from time to time, without liability therefor and without notice, on written request of Beneficiary and presentation of this Trust Deed and the Note secured thereby for endorsement and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of such property; consent to the making of any map or plat thereof; join in grant-

ing any easement thereon; or join in any extension agreement or any agreement subordinating such Trust Deed to subsequent liens, encumbrances or charges therein.

16. If any provision hereof should be held unenforceable or void, then such provision shall be deemed separate from the remaining provisions and shall in no way affect the validity of this Deed of Trust.

17. In addition to the fixtures described or referred to in the description of property in this Deed of Trust, the following are included in the property subject to this Deed of Trust which shall, for all purposes, be deemed to be fixtures: (a) all buildings, structures and improvements now on or hereafter built, placed, constructed or installed or any portion of the premises; (b) all building fixtures, appliances and equipment that now or hereafter are attached to or installed, in, or placed in or upon, any building or improvement or any portion of the described real property, including but not limited to all furnaces, boilers, hot water heaters, heating and cooling and air conditioning installations with equipment, appliances and compressors; all wiring, panels, lighting fixtures, other electrical or electronic equipment and installations; all plumbing, plumbing fixtures and equipment; (c) all fences, gates, cattleguards and culverts; and (d) all pipelines, well casings, well pumps and pumping equipment, troughs, tanks and stockwater and domestic water systems; all storage tanks; and (e) all corrals. All of such fixtures, furnishings, equipment and improvements are, and shall become a permanent accession to the land contained in the

described real property and to such buildings or improvements, and a part of the real property conveyed under this Deed of Trust, whether or not the same may be subject to any Security Agreement.

18. To the extent this Deed of Trust contains fixtures and personal property, it is intended to be a fixture filing, financing statement and security agreement and to perfect a security interest in the personal property and fixtures pursuant to the Nevada Uniform Commercial Code.

19. Grantor shall not sell, convey or alienate the premises or any portion thereof unless: (1) full payment is made of the Promissory Note and all other payments secured hereby, or, (2) the Beneficiary herein gives prior written consent.

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

Kolbe K. Klindt
KOLBE K. KLINDT
Judith A. Klindt
JUDITH A. KLINDT

Grantors' Address:
P. O. Box 70
Eureka, NV 89316

STATE OF NEVADA)
COUNTY OF EUREKA) SS.

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
FILE NO. 102277
FEE \$ 13.00

RECORDED AT REQUEST OF
Eureka Title Co.
BOOK 143 PAGE 299
86 APR 10 10:56



On March 26, 1986, personally appeared before me, a Notary Public, Kolbe K. Klindt and Judith A. Klindt, husband and wife who acknowledged that they executed the above instrument.

David Shanks
NOTARY PUBLIC 1-1-88

VAUGHAN, HULL, COPENHAVER & HANSEN, LTD.
ATTORNEYS AND COUNSELORS
530 IDAHO STREET
ELKO, NEVADA 89801

BOOK 143 PAGE 299