

Lloyds Bank California  
Agribusiness Office

103950

AND, WHEN RECORDED, MAIL TO:

Name  
Street Address  
City & State  
LLOYDS BANK CALIFORNIA  
Agribusiness Office  
601 "J" Street  
Sacramento, CA 95814

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SHORT FORM DEED OF TRUST AND ASSIGNMENTS OF RENTS

This Deed of Trust, made this 10th day of July 1986, between

DANIEL H. RUSSELL and ROBERTA A. RUSSELL, husband and wife, herein called TRUSTOR,

whose address is P. O. Box 339 Folsom 95630 CA  
(number and street) (city) (zone) (state)

("Trustor" to be interpreted as "Trustors" where context requires), FIRST BANCORP, a California corporation, as TRUSTEE, and LLOYDS BANK CALIFORNIA, a California corporation, as BENEFICIARY.

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS and ASSIGNS to TRUSTEE, IN TRUST, WITH POWER OF SALE,

the following described property situated in the \_\_\_\_\_

County of Eureka, State of Nevada

to-wit:  
INITIAL  
[Signature]

See attached Exhibit B

including all appurtenances and easements used in connection therewith, all water and water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant) used in connection therewith, all shares of stock evidencing the same, pumping stations, engines, machinery, pipes and ditches, including also all gas, electric, cooking, heating, cooling, air conditioning, refrigeration and plumbing fixtures and equipment which have been or may hereafter be attached in any manner to any building now or hereafter on said property, or to said property, and also the rents, issues, and profits thereof, subject however, to the right, power and authority given to and conferred hereunder upon the Trustor to collect and apply such rents, issues and profits so long as there is no default hereunder.

FOR THE PURPOSE OF SECURING: (1) Payment of the sum of \$ 499,000.00 with interest thereon according to the terms of a promissory note or notes of even date herewith, made by Trustor, payable to the order of the Beneficiary, and extensions or renewals thereof; (2) payment of such additional amounts as may hereafter be loaned by Beneficiary or its successor to the Trustor or any of them, or any successor in interest of the Trustor, with 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 its successor may have against the Trustor, or any of them, whether created directly, or acquired by assignment, whether absolute or contingent, whether due or not, whether otherwise secured or not, or whether existing at the time of the execution of this instrument or arising thereafter; (3) performance of each agreement of Trustor herein contained including the payment for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded; and (4) payment of all sums to be made by Trustor pursuant to the terms hereof.

TRUSTOR AGREES that there are incorporated herein and made an integral part hereof, for all purposes, as though set forth herein at length, the agreements, terms and provisions (as modified by a certain "Modification of Fictitious Deed of Trust") of paragraphs (a), (b) and 1 through 12 of that certain fictitious deed of trust recorded in the Official Records in the Office of the County Recorder of Marin County on February 15, 1956 in Book 1006 at Page 318, and in the Official Records in the Office of the County Recorder of Modoc County on February 20, 1956 in Book 138 at Page 259, and in the Official Records in the Offices of the County Recorders of the following Counties on February 17, 1956, in the Books and at the Page designated after the name of each County:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	7938	201	Kings	640	42	Placer	696	470	Sierra	13	139
Alpine	G	396	Lake	260	254	Plumas	93	87	Siskiyou	363	467
Amador	64	4	Lassen	117	285	Riverside	1865	161	Solano	814	485
Butte	814	151	Los Angeles	50355	183	Sacramento	3020	9	Sonoma	1416	467
Calaveras	99	440	Madera	661	228	San Benito	220	573	Stanislaus	1346	9
Colusa	236	413	Marin	1006	318	San Bernardino	3860	306	Sutter	445	390
Contra Costa	2709	70	Mariposa	53	526	San Diego	5982	275	Tehama	288	474
Del Norte	14	208	Mendocino	421	326	San Francisco	6790	249	Trinity	62	98
El Dorado	376	521	Merced	1248	183	San Joaquin	1838	423	Tulare	1896	495
Fresno	3726	443	Modoc	138	259	San Luis Obispo	836	210	Tuolumne	75	119
Glenn	336	577	Mono	35	4	San Mateo	3000	87	Ventura	1378	111
Humboldt	379	438	Monterey	1682	190	Santa Barbara	1362	135	Yolo	477	229
Imperial	930	81	Napa	504	227	Santa Clara	3394	207	Yuba	219	302
Inyo	119	653	Nevada	217	560	Santa Cruz	1059	573			
Kern	2562	381	Orange	3403	108	Shasta	484	530			

The undersigned Trustor requires that a copy of any notice of default and of any notice of sale shall be mailed to him at the address herein above set forth.

STATE OF CALIFORNIA }  
COUNTY OF Sacramento } ss.  
On July 16, 1986 before me, the undersigned, a Notary Public in and for said State, personally appeared Daniel H. Russell

1/1 Daniel H. Russell  
1/1 Roberta A. Russell  
\*\*\*\*\*

known to me to be the person whose name he subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.  
Signature Dorothee Cavitt Mull  
Dorothee CAVITT MULL  
Name (Typed or Printed)



(THIS AREA FOR NOTARIAL SEAL)  
TITLE ORDER NO. BOOK 147 PAGE 09  
ESCROW OR LOAN NO.

COUNTY OF Sacramento

before me, Dorothee Cavitt Mull, a Notary Public, State of California, duly commissioned and sworn, personally appeared Roberta A. Russell,



personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name subscribed to this instrument, and acknowledged that s/he executed it.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the State of California, Sacramento County, on the date set forth above in this certificate.

Dorothee Cavitt Mull, Notary Public, State of California, My commission expires May 9, 1987

This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The printer does not make any warranty, either express or implied as to the legal validity of any provision of the suitability of these forms in any specific transaction.

Cowdery's Form No. 32 - Acknowledgement to Notary Public - Individuals - (C.C. Sec. 1189) - (Rev. 1/83)

repair and maintain, or repair or repair or improve the same with new ones, and to keep all buildings, fences, ditches, canals, wells, and other farming improvements on said premises in first-class condition, order and repair.

(b) Should Trustee fail to make any payment or do any act as herein provided, then Beneficiary or Trustee (but without obligation so to do, and without notice or demand upon Trustee, and without relieving Trustee from any obligation hereunder) may make or do the same, and may pay, purchase, contract or compromise any encumbrance, charge or lien, which in the judgment of either appears to affect said property, and in exercising any such powers, incur any liability and expend whatever amounts in its absolute discretion it may deem necessary therefor. All sums so incurred or expended by Beneficiary or Trustee shall be without demand immediately due and payable by Trustee, and shall bear interest at the rate of ten per cent per annum, and be secured hereby.

(c) To pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby, any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

IT IS MUTUALLY AGREED THAT

1. Should the property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire or earthquake, or in any other manner, Beneficiary shall be entitled, at its option, to commence, appear in and prosecute in its own name, any action or proceeding, or to make any compromise or settlement, in connection with such taking or damage, and to obtain all compensation, awards or other relief therefor. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of insurance affecting said property, are hereby assigned to Beneficiary, who may release any money so received by it, or apply the same on any indebtedness secured hereby. Trustee agrees to execute such further assignments of any compensation, award, damages and rights of action and proceeds, as Beneficiary or Trustee may require. The Trustee or Beneficiary may enter upon the property at any time during the existence of this trust for the purpose of inspection or for the accomplishment of any of the purposes hereof.

2. By accepting payment of any sum hereby secured after its due date, or after the filing of notice of default and of election to sell, Beneficiary shall not waive its right to require prompt payment when due of all other sums secured, or to declare default for failure to pay, or to proceed with the sale under any such notice of default and of election to sell, for any unpaid balance of said indebtedness. If Beneficiary holds any additional security for any obligation secured hereby, it may enforce the sale thereof at its option, either before, contemporaneously with, or after the sale it made hereunder, and in any default of Trustee, Beneficiary may at its option, offset against any indebtedness owing by it to Trustee, the whole or any part of the indebtedness secured hereby.

3. Without affecting the liability of any person, including Trustee, for the payment of any indebtedness secured hereby, or the lien of this deed of trust on the remainder of the property for the full amount of any indebtedness unpaid, Beneficiary and Trustee are respectively empowered as follows: Beneficiary may from time to time and without notice (a) release any person liable for the payment of any of the indebtedness, (b) extend the time or otherwise alter the terms of payment of any of the indebtedness, (c) accept additional security therefor of any kind, including deeds of trust or mortgages, (d) alter, substitute or release any property securing the indebtedness, Trustee may, at any time, from time to time, upon the written request of Beneficiary, (a) consent to the making of any map or plat of the property, (b) join in granting any easement or creating any restriction thereon, (c) join in any subordination or other agreement affecting this deed of trust or the lien or charge thereon, (d) reconvey without any warranty, all or any part of the property.

4. Upon payment in full of all sums secured hereby, and performance of all obligations of the Trustee hereunder, the Trustee shall reconvey, without warranty, the estate vested in it hereby. The grantee in any reconveyance made pursuant to this deed of trust may be described as "the person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. In the event that anyone shall establish and exercise any right to develop, bore for or mine for any water, gas, oil or mineral on or under the surface of the property, any sums that may thereafter become due and payable to the Trustee as a bonus or royalty, shall be considered rent hereunder and such sums, together with damages and other compensation payable to the Trustee by reason of the exercise of such rights are hereby made subject to this deed of trust and shall be applied in accordance with the provisions hereof at any time after such rights are established and exercised at the option of the Beneficiary. All indebtedness secured hereby shall become immediately due and payable upon default by

public announcement at the time of sale, and from time to time thereafter may postpone the sale by public announcement at the time fixed by the previous postponement, and without further notice it may make such sale at the time to which the same shall be so postponed. Trustee shall deliver to the purchaser its deed conveying the property to sold, but without any covenant or warranty, expressed or implied. The recital in any such deed of any matters or facts, stated either specifically or in general terms or as conclusions of law or fact, shall be conclusive proof of the truthfulness thereof. Any person, including Trustee, Trustee or Beneficiary, may purchase at the sale. After deducting all costs, fees and expenses of Trustee and of this trust, including costs of evidence of title in connection with the sale, the Trustee shall apply the proceeds of the sale to the payment of all sums then secured hereby, in such order and manner as may be required by the Beneficiary; the remainder, if any, to be paid to the person or persons legally entitled thereto. If Beneficiary shall elect to bring suit to foreclose this deed of trust in the manner and subject to the provisions, rights and remedies relating to the foreclosure of a mortgage, Beneficiary shall be entitled to a reasonable sum to be fixed by the court as attorney fees expended in the prosecution of said action.

6. As additional security, Trustee hereby gives in and confers upon Beneficiary, the right, power and authority, during the continuance of these trusts, to collect the rents, issues and profits of said property, or of any personal property located therein with or without taking possession of the property affected hereby, reserving unto the Trustee the right, prior to any default by Trustee in payment of any indebtedness secured hereby, or in the performance of any agreement hereunder, to collect and retain such rents, issues and profits as they accrue and become payable. Upon any such default Beneficiary may at any time, without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, and in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine, also perform such acts of repair, cultivation, irrigation or protection, as may be necessary or proper to conserve the value of the property; also lease the same or any part thereof for such rental, term, and upon such conditions as its judgment may dictate, also prepare for harvest, remove, and sell any crops that may be growing upon the premises, and apply the proceeds thereof upon the indebtedness secured hereby. The entering upon and taking possession of said property, the collection of such rents, issues and profits, and the applications thereof as aforesaid shall not waive or cure any default or notice of default hereunder, or invalidate any act done pursuant to such notice. Trustee also assigns to Trustee, as further security for the performance of the obligations secured hereby, all prepaid rents and all moneys which may have been or may hereafter be deposited with said Trustee by any lessee of the premises herein described, to secure the payment of any rent, and upon default in the performance of any of the provisions hereof, Trustee agrees to deliver such rents and deposits to the Trustee.

7. Any Trustee who is married hereby expressly agrees that recourse may be had against such person's separate property, but without thereby creating any lien or charge thereon for any deficiency after sale of the property as herein provided.

8. Should proceedings be instituted to register the title of the property under any land title law, Trustee will pay upon demand all sums expended by Trustee, or Beneficiary, including attorney fees, and forthwith deliver to Beneficiary all evidence of title.

9. The pleading of any statute of limitations as a defense to any and all obligations secured by this deed of trust is hereby waived to the full extent permissible by law.

10. Trustee further agrees that Beneficiary may from time to time and for periods not exceeding one year, in behalf of the Trustee, renew or extend any promissory note secured hereby, and said renewal or extension shall be conclusively deemed to have been made when endorsed on said promissory note or notes by the Beneficiary in behalf of the Trustee.

11. Beneficiary may from time to time substitute or appoint one or more new Trustees hereunder by recording in the office of the county recorder of the county wherein said property is situated a written substitution or appointment executed and acknowledged by Beneficiary, and thereupon the new Trustee or Trustees shall be vested with the same rights, powers, duties, authority and title as though said new Trustee or Trustees had been originally named herein.

12. This deed of trust shall inure to and bind the heirs, devisees, legal representatives, successors and assigns of the parties hereto. All obligations of each Trustee hereunder are joint and several. The rights or remedies granted hereunder and by Law, shall not be exclusive, but shall be concurrent and cumulative.

Deed of Trust and Assignment of Rent

TRUSTOR

-TO-

First Bancorp

TRUSTEE

-FOR-

Lloyds Bank California BENEFICIARY

EXHIBIT "B"

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

PARCEL 1

TOWNSHIP 21 NORTH, RANGE 53 EAST, M.D.B.&M.  
Section 20: West 1/2

EXCEPTING THEREFROM that portion thereof conveyed to CORPORATION OF THE  
PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, A  
UTAH CORPORATION SOLE, in Deed recorded September 7, 1984, in Book 127,  
Page 467, as Document No. 95671, Official Records.

Section 29: North 1/2.

PARCEL 2

TOWNSHIP 21 NORTH, RANGE 53 EAST, M.D.B.&M.  
Section 20: East 1/2.

EXCEPTING THEREFROM, all potassium, oil and gas as reserved in Patent dated  
March 13, 1963, executed by UNITED STATES OF AMERICA to JAMES J. KAHLE rec-  
ordred May 3, 1963, in Book 26, of Deeds at Page 426, Eureka County, Nevada,  
Records.

PARCEL 3

TOWNSHIP 21 NORTH, RANGE 53 EAST, M.D.B.&M.  
Section 22: East 1/2  
Section 27: East 1/2

EXCEPTING THEREFROM, all the oil, gas, potash and sodium as reserved in  
Patents executed by UNITED STATES OF AMERICA to THOMAS H. GALLAGHER and  
JOHN B. BONDS, recorded April 9, 1964, in Book 3 of Official Records at  
Page 555, and December 30, 1964, in Book 6, of Official Records at Page  
348, Eureka County, Nevada.

PARCEL 4

TOWNSHIP 21 NORTH, RANGE 53 EAST, M.D.B.&M.  
Section 28: All

EXCEPTING THEREFROM, all the oil and gas as reserved in Patents executed by  
UNITED STATES OF AMERICA to DOROTHY S. GALLAGHER and MILLIE S. SEWELL, rec-  
ordred December 30, 1964, in Book 6 of Official Records at Pages 349 and 350,  
Eureka County, Nevada, Records.

This Exhibit B attached to Deed of Trust filing for Daniel H.  
and Roberta A. Russell, securing loans of \$429,000 & \$70,000  
dated 7-10-86.



RECORDED AT REQUEST OF  
*Ways Bank California*  
BOOK 147 PAGE 9

86 JUL 28 A 8:18

CLERICAL RECORDS  
CLERICAL RECORDS  
CLERICAL RECORDS  
FILE NO. 103950  
FEE \$ 8.00

BOOK 147 PAGE 12