

I have read the within document and approve its terms, conditions and requirements.

Donald L. Hull  
Donald L. Hull

117752

DEED OF TRUST

THIS DEED OF TRUST, made this 7 day of APR, 1988, by and between RANDY B. STUCKI, a single man, as Trustor, and FRONTIER TITLE COMPANY, as Trustee, and DONALD L. HULL, an unmarried man, 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:

RANCHETTE "C" as shown on the Parcel Map and Record of Survey of Parcel 6, Lot 9, in Section 29, Township 20 North, Range 53 East, M.D.B. & M., as filed in the office of the County Recorder of Eureka County, State of Nevada, on October 6, 1981, as File Number 82287.

EXCEPTING THEREFROM all the oil and gas lying in and under said land, as reserved in Patent from the United States of America, recorded March 21, 1966, in Book 10, Page 205, of Official Records, Eureka County, Nevada.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in 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.

As additional security, Trustor hereby assigns all rents from such property and gives to 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, reserving unto Trustor the right, prior to any default by Trustor 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.

This is an All-Inclusive Deed of Trust and is subject and subordinate to a Deed of Trust now of record in the original amount of Eight Thousand Dollars (\$8,000.00) with an approximate unpaid balance of Four Thousand Seven Hundred Seventy Six Dollars and Forty Three Cents (\$4,776.43) which the Beneficiary herein has agreed to pay in installments of One Hundred Fifty Dollars and Ninety Eight Cents (\$150.98) each and every calendar month. Should the within Beneficiary default in any of the installments as to the payment of the prior Deed of Trust to which this Deed of Trust is subject and subordinate, the Trustors herein may make said payments directly to the Beneficiary thereof and any and all payments so made shall be credited to the Note which is secured

1 by this Deed of Trust. Should the herein Trustors prepay the  
2 Note secured by this Deed of Trust or any portion thereof, the  
3 herein beneficiary shall also prepay the underlying obligations  
secured by the prior Deeds of Trust in proportionate share.

4 Beneficiary agrees that in the event of foreclosure of  
5 this All-Inclusive Deed of Trust, he will, at the Trustee's sale  
6 bid an amount representing the amount then due upon the  
7 obligation or obligations secured hereby less the then actual  
8 total balance due upon any obligations secured by any and all  
9 deeds of trust having priority over this All-Inclusive Deed of  
Trust and covering the above-described real property or any  
portion thereof, plus any advances or other disbursements which  
Beneficiary, his successors or assigns, may by law be permitted  
to include in his bid.

9 Upon any such default, Beneficiary may at any time  
10 without notice, either in person, by agent, or by a receiver to  
11 be appointed by a court, and without regard to the adequacy of  
12 any security for the indebtedness hereby secured, enter upon and  
13 take possession of said property or any part thereof, in his own  
14 name 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 reason-  
able attorney's fees, upon any indebtedness secured hereby, and  
in such order as Beneficiary may determine.

15 The entering upon and taking possession of said  
16 property, the collection of such rents, issues, and profits, and  
17 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.

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

19 As security for the payment of Fifteen Thousand Dollars  
20 (\$15,000.00) in lawful money of the United States of America,  
21 with interest thereon in like money and with expenses and counsel  
22 fees according to the terms of the Promissory Note or Notes for  
23 said sum executed and delivered by the Trustor to the  
24 Beneficiary; such additional amounts as may be hereafter loaned  
25 by the Beneficiary or his successor to the Trustor or any of  
26 them, or any successor in interest of the Trustor, with interest  
27 thereon, and any other indebtedness or obligation of the Trustor  
28 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 due or  
not, or whether otherwise secured or not, or 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.

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

AND THIS INDENTURE FURTHER WITNESSETH:

1           **FIRST:** The Trustor promises and agrees to pay when due  
2 all claims for labor performed and materials furnished for any  
3 construction, alteration or repair upon the above-described  
4 premises; to comply with all laws affecting said property or  
5 relating to any alterations or improvements that may be made  
6 thereon; not to commit, suffer or permit any acts upon said  
7 property in violation of any law, covenant, condition or restric-  
8 tion affecting said property.

9           **SECOND:** The Trustor promises to properly care for and  
10 keep the property herein described in first-class condition,  
11 order and repair; to care for, protect and repair all buildings  
12 and improvements situate thereon; and otherwise to protect and  
13 preserve the said premises and the improvements thereon and not  
14 to commit or permit any waste or deterioration of said buildings  
15 and improvements or of said premises. If the above described  
16 property is farm land, Trustor agrees to farm, cultivate and  
17 irrigate said premises in a proper, approved and husbandmanlike  
18 manner.

19           **THIRD:** The following covenants, Nos. 1, 2 (\$15,000.00  
20 amount of insurance), 3, 4 (interest 11% per annum), 5, 6, 7  
21 (counsel fees 15%) and 8 of N.R.S. 107.030, are hereby adopted  
22 and made a part of this Deed of Trust.

23           **FOURTH:** Beneficiary may, from time to time, as  
24 provided by statute, or by a writing, signed and acknowledged by  
25 him and recorded in the office of the County Recorder of the  
26 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 stead of Trustee herein named, and  
29 thereupon, the Trustee herein named shall be discharged and  
30 Trustee so appointed shall be substituted as Trustee hereunder  
31 with the same effect as if originally named Trustee herein.

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

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

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

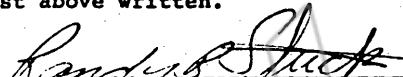
**EIGHTH:** All the provisions of this instrument shall  
inure to, apply, and bind the legal representatives, successors  
and assigns of each party hereto respectively.

**NINTH:** In the event of a default in the performance or  
payment under this Deed of Trust or the security for which this  
Deed of Trust has been executed, any notice given under Section  
107.080 N.R.S. shall be given by registered letter to the  
Trustor(s) at the address herein,

1 and such notice shall be binding upon the Trustor(s),  
2 Assignee(s), or Grantee(s) from the Trustor(s).

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

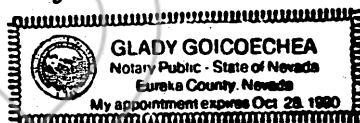
5 IN WITNESS WHEREOF, the Trustor has executed these  
6 presents the day and year first above written.

7   
8 RANDY B. STUCKI

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

12 On this 7th day of April, 1988, before me, a  
13 Notary Public, appeared RANDY B. STUCKI, known to me to be the  
14 person described in and who acknowledged that he executed the  
15 above instrument.

16   
17 NOTARY PUBLIC



RECORDED AT THE REQUEST OF  
Frontier Title Co.

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OFFICIAL RECORDS  
EUREKA COUNTY, NEVADA  
M.M. REBALZATI, RECORDER  
FILE NO. \_\_\_\_\_  
FEE \$ 8.00

117752