

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

Donald L. Hull
Donald L. Hull

117752

DEED OF TRUST

1
2 THIS DEED OF TRUST, made this 7 day of APR.,
3 1988, by and between RANDY B. STUCKI, a single man, as Trustor,
4 and FRONTIER TITLE COMPANY, as Trustee, and DONALD L. HULL, an
5 unmarried man, as Beneficiary. (It is distinctly understood that
6 the words "Trustor" and "Beneficiary" and the word "his"
7 referring to the Trustor or Beneficiary, as herein used, are
8 intended to and do include the masculine, feminine and neuter
9 genders and the singular and plural numbers, as indicated by the
10 context.)

WITNESSETH:

11 That said Trustor hereby grants, conveys and confirms
12 unto said Trustee in trust with power of sale, the following
13 described real property situate in the County of Eureka, State of
14 Nevada, to-wit:

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

22 EXCEPTING THEREFROM all the oil and gas
23 lying in and under said land, as reserved
24 in Patent from the United States of America,
25 recorded March 21, 1966, in Book 10, Page
26 205, of Official Records, Eureka County, Nevada.

27 TOGETHER WITH all and singular the tenements, heredita-
28 ments and appurtenances thereunto belonging or anywise appertain-
29 ing, and the reversion and reversions, remainder and remainders,
30 rents, issues and profits thereof, and also all the estate,
31 right, title and interest, homestead or other claim or demand, as
32 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 Benefici-
ary 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
4 secured by the prior Deeds of Trust in proportionate share.

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

15 Upon any such default, Beneficiary may at any time
16 without notice, either in person, by agent, or by a receiver to
17 be appointed by a court, and without regard to the adequacy of
18 any security for the indebtedness hereby secured, enter upon and
19 take possession of said property or any part thereof, in his own
20 name for or otherwise collect such rents, issues, and profits,
21 including those past due and unpaid, and apply the same, less
22 costs and expenses of operation and collection, including reason-
23 able attorney's fees, upon any indebtedness secured hereby, and
24 in such order as Beneficiary may determine.

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

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

32 As security for the payment of Fifteen Thousand Dollars
(\$15,000.00) in lawful money of the United States of America,
with interest thereon in like money and with expenses and counsel
fees according to the terms of the Promissory Note or Notes for
said sum executed and delivered by the Trustor to the
Beneficiary; such additional amounts as may be hereafter loaned
by the Beneficiary or his 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 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
hereafter; also as security for the payment and performance of
every obligation, covenant, promise or agreement herein or in
said note or notes contained.

Trustor grants to Beneficiary 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 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 *Randy B. Stucki*
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 *Glady Goicoechea*
17 NOTARY PUBLIC



RECORDED AT THE REQUEST OF
Frontier Title Co.
BOOK 176 PAGE 36

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-4 and last-

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
M.M. REBALATI, RECORDER
FILE NO. _____ 117752
FEE \$ 8.00