

124508

DEED OF TRUST

THIS DEED OF TRUST, made this 20th day of September, 1988, by and between STANLEY E. BOLTZ and KAREN R. BOLTZ, husband and wife, hereinafter called "Grantors", and FRONTIER TITLE COMPANY, as Trustee, and NORVILLE B. MARR and LILLIAN E. MARR, hereinafter called "Beneficiaries", it being specifically understood that any and all references to the words "Grantor" and "Beneficiary" shall include the masculine, feminine, and neuter genders, and singular and plural, as indicated by the context and number of parties hereto:

WITNESSETH:

That Grantors hereby grant, transfer, and assign to the Trustee in trust, with power of sale, all of the following described real property situate in Eureka County, State of Nevada, more particularly described as follows, to-wit:

Lots 12 and 13, Block 2, Crescent Valley Ranch and Farms, Unit No. 1 Subdivision, as appears on the official map or plat thereof on file in the Office of the Eureka County Recorder, Eureka, Nevada.

SUBJECT TO any and all exceptions, reservations, restrictions, restrictive covenants, assessments, easements, rights and rights of way of record.

TOGETHER WITH all buildings and improvements situate thereon.

TOGETHER WITH the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

TO HAVE AND TO HOLD the same unto 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 hereof in the principal amount of SIXTEEN THOUSAND FIVE HUNDRED DOLLARS (\$16,500.00), with interest thereon, expenses, attorney fees and other payments therein provided, executed and delivered by the Grantors payable to the Beneficiaries on order, and any and all extensions or renewals

1

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ATTORNEYS AT LAW
BLOHM BUILDING, SUITE 200
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(702) 738-8081

BOOK 190 PAGE 261

See BK. 223, Pg. 522
for sub of Trustee
See BK. 223, Pg. 523 for
Notice of Breach & Election To Sell.
See BK. 232, Pg. 250 for Trustee's Deed
upon Sale

thereof.

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

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

FOUR: Payment, performance and discharge of each and every obligation, covenant, promise and agreement of Grantors 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.

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

1. The Beneficiaries have the right to record notice that this Deed of Trust is security for the additional amounts and obligations not specifically mentioned herein, but which constitute indebtedness of obligations of the Grantors for which the Beneficiaries may claim this Deed of Trust as security.

2. The Grantors shall keep the property herein described in good condition, order and repair; shall not remove or demolish any buildings, fixtures, improvements or landscaping thereon or hereafter placed or constructed thereon; shall not commit or permit any waste or deterioration of the land, buildings and improvements; and shall not do nor permit to be done anything which shall impair, lessen, diminish or deplete the security hereby given.

3. The following covenants, Nos. 1; 2 (\$16,500.00); 3; 4 (10%); 5; 6; 7 (reasonable); 8; and 9 of N.R.S. 107.030 are hereby adopted and made a part of this Deed of Trust. In connection with Covenant No. 6, it shall be 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 deficiencies in the performance of this Deed of Trust.

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

5. The Beneficiaries and any persons authorized by the Beneficiaries shall have the right to enter upon and inspect the premises at all reasonable times.

2

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(702) 732-0001

BOOK 190 PAGE 262

6. If default be made in the performance or payment of the obligation, note or debt secured hereby, or in the performance of any of the terms, conditions and covenants of the Deed of Trust, or the payment of any sum or obligation to be paid 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, Beneficiaries may declare all notes, debts and sums secured hereby or payable hereunder immediately due and payable although the date of maturity has not yet arrived.

7. In case of condemnation of the property subject hereto, or any part thereof, by paramount authority, all of any condemnation award to which the Grantors shall be entitled, less costs and expenses of litigation, is hereby assigned by the Grantors to the Beneficiaries to the extent the Beneficiaries are entitled thereto, 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.

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

9. 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.

10. All the provisions of this instrument shall inure to 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.

11. Any notice given to Grantors under Section 108.080 of N.R.S. in connection with this Deed of Trust shall be given by registered or certified letter to the Grantors addressed to the address set forth near the signature on this Deed of Trust, or at such substitute address as Grantors may direct in writing to Beneficiaries and such notice shall be binding upon the Grantors and all assignees or grantees of the Grantors.

12. It is expressly agreed that the trusts created hereby are irrevocable by the Grantors.

IN WITNESS WHEREOF, the Grantors have executed these presents the day and year first hereinabove written.

GOICOECHEA & DIGRAZIA, LTD.
ATTORNEYS AT LAW
CLOHM BUILDING, SUITE 200
FIFTH & IDAHO STREETS - P. O. BOX 1888
ELKO, NEVADA 89801
(703) 758-0081

BOOK 190 PAGE 263

GRANTORS:

Stanley E. Boltz
STANLEY E. BOLTZ

Karen R. Boltz
KAREN R. BOLTZ

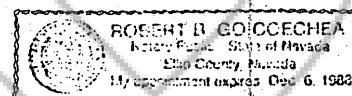
Address: P.O. Box 58
Crescent Valley, Nevada
89821

STATE OF NEVADA)

County of Elko) ss

On this 23rd day of September, 1988, personally appeared before me, a Notary Public, STANLEY E. BOLTZ and KAREN R. BOLTZ, husband and wife, who acknowledged to me that they executed the foregoing instrument.

Robert B. Goicoechea
NOTARY PUBLIC



RECORDED AT THE REQUEST OF

BOOK 190 PAGE 261

Goicoechea & Digrazia
88 NOV -3 AB 57

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
M.N. RIBALEATI, RECORDER
FILE NO. FEE \$800

121508

GOICOECHEA & DIGRAZIA, LTD.
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BOOK 190 PAGE 264