

Return to:
First Nevada Title
P.O. 3745
Stateline NV DEED OF TRUST WITH ASSIGNMENT OF RENTS
89449

127125

Order No. 202690-LM

THIS DEED OF TRUST, made

FEBRUARY 24, 1989

between

GARY HALL & JONILYN HALL, Husband and wife
whose address is 2643 MAC GREGOR COURT, MODESTO, CA 95350
(Number and Street) (City)

TRUSTOR,

First Nevada Title Company, a Nevada corporation

TRUSTEE, and

EARL A. RASMUSSEN & LAVERNIA C. RASMUSSEN, HUSBAND AND WIFE
WITNESSETH: That Trustor grants to trustee in trust, with power of sale, that property in the

BENEFICIARY.

, County of EUREKA , State of NEVADA described as:

Parcel Number A as shown on that certain Parcel Map for Gary and Jonilyn Hall filed in the office of the County Recorder of Eureka County, State of Nevada, on September 19, 1986, as File No. 104805, being a portion of Lot 1 of Parcel A of El/2 Section 17, Township 20 North, Range 53 East, M.D.B & M.

EXCEPTING THEREFROM all the oil and gas in and under said land, reserved by the United States of America, in Patent recorded April 14, 1966 in Book 10, Page 331, Official Records, Eureka County, Nevada. 15

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF FOR BANKRUPTCY CLAUSE

17157

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority heretofore given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of the sum of \$ 4,000.00***** with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; and (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious Deed of Trust recorded in the office of each County Recorder in the State of Nevada on January 30, 1988, in the tract and at the page thereof, or under the document or file number, stated below appears the name of such county, namely:

| COUNTY | BOOK | PAGE | BOOK NO. | COUNTY | BOOK | PAGE | BOOK NO. | |
|-----------|------|---------|----------|--------|------------|------------|----------|--------|
| Church | 30 | Merger | 230 | 119324 | Lyon | SP 02 Rec. | 219 | 104805 |
| Clerk | 090 | 02 Rec. | 029707 | Marin | 11 | 02 Rec. | 120 | 04223 |
| Douglas | 57 | 02 Rec. | 018 | 018229 | Nye | 109 | 02 Rec. | 04223 |
| Elo. | 02 | 02 Rec. | 052 | 34707 | Otto | 72 | 02 Rec. | 02167 |
| Esmeralda | 3 | 02 Rec. | 108 | 12022 | Pershing | 11 | 02 Rec. | 03167 |
| Eureka | 22 | 02 Rec. | 120 | 05211 | Shasta | 57 | Mortgage | 01200 |
| Humboldt | 20 | 02 Rec. | 124 | 131073 | Sherman | 329 | 02 Rec. | 01200 |
| Lincoln | 20 | 02 Rec. | 120 | 50723 | White Pine | 617 | RE Rec. | 107128 |
| | | | | | 524 | RE Rec. | 220 | |

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address above set forth.

George
STATE OF NEVADA
County of Clark

Signature of Trustor

GARY HALL

JONILYN HALL

SWORN TO AND SUBSCRIBED GARY HALL
BEFORE ME THIS 16TH DAY OF MARCH 1989

Notary Public, County of Clark, State of Nevada
My Commission Expires MAY 11, 1992

FOR RECORDER'S USE

SEAL
Affixed

When Recorded Mail To

Affixed

who acknowledged that he executed the above instrument.

George Hall Notary Public

Notary Public, County of Clark, State of Nevada

My Commission Expires MAY 11, 1992

When Recorded Mail To

Affixed

BOOK 196 PAGE 358

DO NOT RECORD

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished thereon; to convey title of land affecting said property or securing any covenants or improvements to be made thereon; not to commit or permit waste thereof; not to commit battery or permit any act upon said property in violation of law; to certificate, mitigate, fortify, fumigate, paint and do all other acts which from the character or use of said property may be reasonably necessary, the specific circumstances herein not excluding the forward.

(2) Trustee conveys to trustor buildings that may now or at any time be on said property during the continuance of this trust in good repair and insured against loss by insurance with standard coverage underwritten in a company or companies authorized to issue such insurance in the State of Nevada, and as may be required by Donor's attorney, the trustee shall pay all costs of insurance and all amounts received under this Deed of Trust and all obligations having priority over this Deed of Trust and shall be payable to Beneficiary to the amount of the unpaid obligation to Beneficiary thereby accrued, and to deliver the title to Beneficiary, or to collection agent of Beneficiary, and in default thereof, Beneficiary may proceed with foreclosed claim or trustee's sale, and judicial or other legal proceedings such sum or sums as Beneficiary shall deem proper.

(3) To appear in and defend any action or proceeding pertaining to effect the security herein or the rights or persons of Beneficiary or Trustee; and to pay all costs and expenses, including costs of collection of title and attorney's fees in a reasonable sum, to any court action or proceeding to which Beneficiary or Trustee may appear, and money held brought by Beneficiary to foreclose this Deed of Trust.

(4) To pay at least ten days before defaulting any taxes and assessments affecting said property, including assessments on improvements water street, water rights and drainage, artificial water, oil, oil and gas lease, charges and liens, with interest, an odd property or any sum therof, which appear to be prior or superior thereto, and all costs, fees and expenses of this trust.

Should Trustee fail to make any payment due to any act or omission provided, then Beneficiary or Trustee, but without obligation to do and without notice to or demand upon Trustee, may collect and deduct from any indebtedness hereby, any, interest or other sum due in such manner and to such amount as either may deem necessary to protect the security herein. Beneficiary or Trustee being pursued in any action or proceeding brought to effect any judgment or decree or any action or proceeding pertaining to effect the security herein or the rights or persons of Beneficiary or Trustee, may purchase, contract or otherwise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior thereto; and, in collecting any such amount, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure of ten per cent per annum.

(6) At Beneficiary's option, Trustee will pay a "late charge" not exceeding four per cent (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense incurred in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness accrued thereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses accrued thereby.

B. IT IS MUTUALLY AGREED:

(1) That any award of damages in connection with any condemnation for public use or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum accrued hereby after its due date, Beneficiary discharges his right either to require prompt payment when due of all other sums so accrued or to declare default for failure to pay.

(3) That at any time or from time to time, without liability thereto and without notice, upon written request of Beneficiary and cancellation of this deed and sold note for endorsement, one without affecting the personal liability of any person for payment of the indebtedness accrued hereby, Trustee may reconvey any part of said property; consent to the making of any new or other thereof; join in granting any covenant therein; or join in any easement agreement or any agreement subordinating the same or charge thereof.

(4) That upon written request of Beneficiary stating that all sums accrued hereby have been paid, and upon surrender of this deed and sold note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose, and upon payment of its sum, Trustee shall receive, with-out warranty, the property so held hereunder. The recitals in such reconveyance of any matter or fact shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto".

(5) That upon additional security, Trustee hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of those trusts, to collect the rents, issues and profits of said property, reserving unto Trustee the right, prior to any default by Trustee in payment of any indebtedness accrued hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time, without notice, either in person, by agent, or by a receiver as he may appoint, and without regard to the adequacy of any security for the indebtedness hereby accrued, enter upon and take possession of said property or any part thereof, in his own name and 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's fees, upon any indebtedness accrued hereby, and in such order or manner as Beneficiary may determine. The amount upon any failing description of said property, and collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or extinguish any default or reduce the indebtedness hereunder or in itselfs any act done pursuant to such notice.

(6) That upon default by Trustee in payment of any indebtedness accrued hereby or in performance of any agreement hereunder, Beneficiary may declare all sums accrued hereby immediately due and payable by delivery to Trustee of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be recorded. Beneficiary also shall deposit with Trustee this Deed of Trust, sold note and all documents evidencing unpaid indebtedness accrued hereby.

After the lapse of such time as may then be required by law following the recording of said notice of default, and notice of sale having been given or then required by law for the sale of real property under the laws of execution, Trustee, without demand on Trustee, shall sell said property or any part thereof at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, by public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement of the time fixed by the preceding postponement. In the event that any indebtedness accrued hereby shall not have been fully satisfied by said sale, Trustee may give notice of sale of any property not previously noticed for sale in the manner set forth above and sell the same in the manner set forth above.

Trustee shall deliver to any purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matter or fact shall be conclusive proof of the truthfulness thereof. Any person, including Trustee, Trustee, or Beneficiary or heirs after defined, may purchase of such sale.

After deducting all costs, fees and expenses of Trustee, including a reasonable fee for the attorney of Trustee, and of this trust, including cost evidence of title in connection with sale, Trustee shall apply the proceeds of sale in payment of all sums expended under the terms hereof, not then unpaid, with accrued interest at ten per cent per annum, all other sums then accrued hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) That Beneficiary, or his assignee, may, from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed and acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustee, Trustee and Beneficiary hereunder, the book and page where, or document or file number under which, this Deed of Trust is recorded, and the name and address of the new Trustee. If notice of default shall have been recorded, this power of substitution cannot be exercised until after the costs, fees and expenses of the then acting Trustee shall have been paid to such Trustee, who shall endorse receipt thereof upon such instrument of substitution. The procedure herein provided for substitution of Trustee shall be exclusive of all other provisions for substitution, statutory or otherwise.

(8) The following covenants: Nos. 1, 3, 4, (interest 10%) 5, 6, 8 and 9 of Nevada Revised Statute 107.030, when not inconsistent with other covenants and provisions herein contained, are hereby adopted and made a part of this Deed of Trust.

(9) The rights and remedies herein 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 especially set forth shall have the same effect as the violation of any covenant herein adopted by reference.

(10) It is expressly agreed that the trust created hereby is irrevocable by Trustee.

(11) That this Deed of Trust applies to, relates to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgee, of the note accrued hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(12) That Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustee, Beneficiary or Trustee shall be a party unless brought by Trustee.

(13) Trustee agrees to pay any deficiency arising from any cause after application of the proceeds of the note held in accordance with the provisions of the covenants hereinabove adopted by reference.

The undersigned Trustee requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

REQUEST FOR FULL RECONVEYANCE

DO NOT RECORD

TO TRUSTEE

The undersigned is the legal owner and holder of the note or notes, end of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied, and are hereby released and discharged, on payment to you of any sum owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidence of indebtedness secured by said Deed of Trust delivered to you herewith, together with the sold Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated _____

Please mail Deed of Trust,
Note and Reconveyance to _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the _____ for full reconveyance will be made.
BUINT 967A6359

EXHIBIT "A"

The commencement of any proceeding under the bankruptcy or insolvency laws by or against the Grantor or the maker of the note secured hereby; or the appointment of receiver for any of the assets of the Grantor hereof or the maker of the note secured hereby, or the making by the Grantor or the maker of the note secured hereby of a general assignment for the benefit of creditors, shall constitute a default under this Deed of Trust.

RECORDED AT THE REQUEST OF
Frontier Title Co.
BOOK PAGE
196 358

29 APR 27 11:48

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
M.N. REBALATI, RECORDER
FILE NO. FEES
127125 7.00

BOOK 196 PAGE 360