

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

NAME [Mr. & Mrs. Hall]
 ADDRESS [245 N. Fayette Drive]
 CITY & STATE [Fayetteville, CA 30214]
 ZIP []

Return to:
 1st Nevada Title
 P.O. 3745
 Stateline P.O. 89449

127127

Title Order No.

Escrow No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ALL INCLUSIVE DEED OF TRUST; ASSIGNMENT OF RENTS;
AND REQUEST FOR NOTICE

This Deed of Trust, made this 24th day of FEBRUARY 1989, between
FRANK FILAS & BARBARA FILAS, husband and wife as joint
tenants with right of survivorship, herein called TRUSTOR.

whose address is P.O. BOX 301 EUREKA, NEVADA 89316
 (number and street) (city) (state) (zip)

FRONTIER TITLE COMPANY, herein called TRUSTEE, and

GARY HALL and JONILYN HALL, husband and wife as joint tenants, herein called BENEFICIARY.

whose address is 245 N. Fayette Drive, Fayetteville, CA 30214
 (number and street) (city) (state) (zip)

Trustor grants, transfers, and assigns to Trustee, in trust, with power of sale, that property in EUREKA County, Nevada described as:

SEE DESCRIPTION SHEET ATTACHED HERETO AND MADE A PART THEREOF

Trustee also assigns to Beneficiary all rents, issues and profits of said property reserving the right to collect and use the same except during continuance of default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in person, or by receiver to be appointed by a court.

This is an all-inclusive deed of trust subject and subordinate to deed(s) of trust encumbering said land hereinafter referred to as "included deeds of trust," meaning notes hereinafter referred to as "included notes."

The included deeds of trust are more particularly identified as follows:

Deed of Trust recorded in the Office of the Recorder of EUREKA County Nevada
 on April 27, 1989, at 11:48 A.M. Book 196 Page 358 of
 (Book and Page or Serial Number) Official Records

executed by GARY HALL & JONILYN HALL
 as Trustor in which EARL A. RASMUSSEN & LAVERNIA C. RASMUSSEN
 is named as Beneficiary and FIRST NEVADA TITLE COMPANY
 as Trustee; and
 above said deed of trust to be recorded prior to this trust deed, concurrently.
 Recording information to be provided accordingly and inserted above.

Deed of Trust recorded in the Office of the Recorder of _____ County, Nevada

on _____ at _____
 (Book and Page or Serial Number)

executed by _____
 as Trustor in which _____
 is named as Beneficiary and _____
 as Trustee.

For the purpose of securing:

(1) Performance of each agreement of Trustor incorporated by reference or contained herein; (2) payment of the indebtedness evidenced by one promissory note of even date herewith any extensions or renewals thereof in the principal sum of \$10,182.00 payable to Beneficiary; (3) the payment of any money that may be advanced by the Beneficiary to Trustor, or his successors, with interest thereon, evidenced by additional notes (indicating they are so secured) or by endorsement on the original note, executed by Trustor or his successors.

A. TO PROTECT THE SECURITY HEREOF, TRUSTOR AGREES:

(1) To perform the obligations secured by such included deeds of trust other than the payments to be made by Beneficiary as set forth in the notes secured by this deed of trust. As between the parties hereto and their executors and assigns, no exemption or guarantee agreement executed by Trustor for the benefit of the holders of the included notes shall be deemed to affect this obligation of Beneficiary.

(2) To keep said property in good condition and repair, preserve thereon the buildings, complete construction begun, restore damage or destruction, and pay the cost thereof; to commit or permit no waste, no violation of law or covenants or conditions relating to use, alterations or improvements; to cultivate, irrigate, fertilize, fumigate, prune, and do all other acts which the character and use of said property and the estate or interest in said property secured by this deed of trust may require to preserve this security.

(3) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or Beneficiary may release all or part thereof to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(4) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustor; and to pay all costs and expenses, including cost of evidence of title and attorney's fees, in a reasonable sum, in any such action or proceedings in which Beneficiary or Trustor may appear.

17157

(5) To pay, at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, except those payments to be made by Beneficiary as provided in the note secured hereby, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary as Trustee, but without obligation to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceedings purporting to affect the security hereof or the rights or powers of the Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers; pay necessary expenses, employ counsel and pay his reasonable fees.

(6) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of incurrence at seven percent per annum, and to pay for any statement provided for by law regarding the obligations secured hereby in the amount demanded by Beneficiary, not exceeding the maximum amount permitted by law at the time of the request therefore.

B. IT IS MUTUALLY AGREED THAT:

(1) Any award of damages in connection with any condemnation for public use or of an injury to said property or any part thereof is hereby assigned to Beneficiary, who may apply or receive such moneys received by him in the same manner and with the same effect as provided for disposition of proceeds of fire or other insurance.

(2) By accepting payment of any sums secured hereby after its due date, Beneficiary does not waive his right either to require payment when due of all other sums so secured or to declare default for failure to pay.

(3) At any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this deed and such note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map thereof; join in granting any easement thereon; or join in any covenant, condition or subordination of the lien or charge hereof.

(4) Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The parties in such reconveyances may be described as "the person or persons legally entitled thereto".

(5) Upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for same and of written notice of default and of election to cause said property to be sold, which notice Trustee shall cause to be duly filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

Trustee shall give notice of sale as then required by law, and without demand on Trustor, at least three months having elapsed after recording of such notice of default, shall sell said property at the time and place of sale fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone such sale by public announcement at the time fixed by the preceding paragraph. Trustee shall deliver to each purchaser the deed conveying the property so sold, but without any covenant or warranty, expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person including Trustor, Trustee or Beneficiary or hereinafter defined, may purchase at such sale. The bid by the holder of this note upon the credit of the money obligations secured hereby shall be reduced in an amount equivalent to the then unpaid principal balance of the included notes.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of, all sums expended under the terms hereof, not then repaid, with accrued interest at seven percent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(6) This Deed applied to, inures to the benefit of, and binds all parties hereto, their legal representatives and successors in interest. The term Beneficiary shall include any future owner and holder, including pledgees, of the note secured hereby. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(7) Trustee accepts this Trust when this Deed, 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 Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

(8) The Trusts created hereby are irrevocable by Trustor.

(9) Beneficiary may substitute a successor Trustee from time to time by recording in the office of the Recorder or Recorder of the county where the property is located an instrument stating the election by the Beneficiary to make such a substitution, which instrument shall identify the Deed of Trust by recording reference, and by the name of the original Trustor, Trustee and Beneficiary, and shall set forth the name and address of the new Trustee, and which instrument shall be signed by the Beneficiary and duly acknowledged.

(10) Trustor requests that any notice of default and any notice of sale hereunder be mailed to Trustor at the address hereinafter set forth.

STATE OF NEVADA
COUNTY OF EUREKA SS.
On MARCH 14, 1984, before me, the
undersigned, a Notary Public in and for said County and State,
personally appeared
FRANK FILAS & BARBARA FILAS

_____ known to me
to be the person whose name _____ subscribed to
the within instrument and acknowledged that TRUE
executed the same. Shirley Callaway

FRANK FILAS
BARBARA FILAS

FOR NOTARY SEAL OR STAMP
OFFICIAL SEAL
SHIRLEY ALLISON
Notary Public - Nevada
EUREKA COUNTY
My Comm. Exp. SEPT 22, 1987

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE
To be used only when note has been paid.

To _____, Trustee: Dated _____

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

MAIL RECONVEYANCE TO:

BOOK 196 PAGE 363

Do not lose or destroy this Deed of Trust
delivered to the Trustee for

OR THE NOTE which it secures. Both must be
in before reconveyance will be made.

DESCRIPTION SHEET

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF EUREKA, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Parcel Number A as shown on that certain Parcel Map for Gary and Jenilyn 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 E1/2 Section 17, Township 20 North, Range 53 East, M.D.B. & M. 15

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

RECORDED AT THE REQUEST OF
Frodo & Tyne Co
BOOK PAGE
196 364

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OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
M.N. RECREATI. RECORDER

FILE NO. 127127
FEE \$ 7.00

BOOK 196 PAGE 364