

RECORDING REQUESTED BY

41994870

AND WHEN RECORDED MAIL TO

Mr. and Mrs. Everett J. Phelps
P.O. Box 6
Shingle Springs, Calif. 95682

NAME
ADDRESS
CITY &
STATE

#175978-NJP AP #7-070-04

LONG FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

SPACE ABOVE THIS LINE FOR RECORDER'S USE

153321

This Deed of Trust, made this 23rd. day of May, 1994, between

JAMES L. MOYLE and N. JANE MOYLE, husband and wife

, herein called TRUSTOR, whose address is P.O. box 128, Eureka, Nevada 89316

INTER-COUNTY TITLE CO., a California corporation, herein called TRUSTEE, and
EVERETT J. PHELPS and JEAN E. PHELPS, Trustees of The Everett J. Phelps & Jean
E. Phelps Family Trust

Witnesseth: That TRUSTOR IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE,
EUREKA County, Nevada
that property in ~~XXXXXX, XXXXXX, described as:~~

TOWNSHIP 23 NORTH, RANGE 54 EAST, M.D.B.&M.

Section 20: S1/2

EXCEPTING THEREFROM all oil, gas, potash and sodium as reserved by
the United States of America in Patent recorded May 28, 1968, in
Book 24, Page 168, Official Records, Eureka County, Nevada

THERE IS ATTACHED HERETO AND MADE A PART HEREOF THAT CERTAIN "ADDENDUM TO PURCHASE
OF REAL PROPERTY" ATTACHED.

In the event Trustor, without the prior written consent of the Beneficiary, sells,
agrees to sell, transfers or conveys its interest in the real property or any part
thereof or any interest therein, Beneficiary may at its option declare all sums
secured hereby immediately due and payable. Consent to one such transaction shall
not be deemed to be a waiver of the right to require such consent to future or
successive transactions. The terms "Trustor" and "Beneficiary" includes their
successors.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and
conferred upon Beneficiary to collect and apply such rents, issues and profits.
For the Purpose of Securing:
1. Performance of each agreement of Trustor herein contained. 2. Payment of the indebtedness evidenced by one promissory note of even
date herewith, and any extension or renewal thereof, in the principal sum of \$ 94,400.00 payable to Beneficiary or order.
3. Payment of such further sums that may be advanced by the Beneficiary to the then record owner of said property, plus interest thereon.

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 therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
- (2) 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 at option of Beneficiary the entire amount so collected or any part thereof may be released 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.
- (3) 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 fee in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustor may appear, and in any suit brought by Beneficiary to foreclose this Deed.
- (4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all incumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior here-to; 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 or Trustor, but without obligation so 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 Trustor being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustor; pay, purchase, contest or compromise any incumbrance, charge or lien which in the judgment of either appears to be prior or superior here-to; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.
- (5) To pay immediately and without demand all sums so expended by Beneficiary or Trustor, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.
- (6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
- (7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
- (8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustor may: reconvey or join in reconveyance of the property then held here-to; note to Trustor for cancellation and retention and upon payment of its fees, Trustor shall reconvey, without warranty, the property then held here-to; under. The recitals in such reconveyance and upon payment of its fees, Trustor shall reconvey, without warranty, the property then held here-to; may be described as "the person or persons legally entitled thereto;" Five years after issuance of such full reconveyance, Trustor may destroy said note and this Deed (unless directed in such request to retain them).
- (10) That as additional security, Trustor hereby 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. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, by, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and 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.
- (11) That 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 Trustor of written declaration of default and demand for sale, notice of which Trustor shall cause to be filed for record as then provided by law.
- 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 as then required by law, Trustor, without demand on Trustor, shall sell said property 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, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustor may postpone such sale by public announcement at the time fixed by the preceding post-ponement. Trustor shall deliver its deed purchaser its deed conveying the property so sold, but without any covenant or warranty, express 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 as hereinafter defined, may purchase at such sale.
- After deducting all costs, fees and expenses of Trustor and of this Trust, including cost of evidence of title in connection with sale, Trustor shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount titled thereto.
- (12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, 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 by the Beneficiary and duly 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 Trustor predecessor, succeed to all its title, estate, rights, powers and duties.
- (13) That this Deed applies to, inures 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 pledgees, of the note secured hereby, whether or not singular number includes the plural.
- (14) That Trustor accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustor 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 Trustor.
- The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

STATE OF CALIFORNIA,
COUNTY OF

On _____ before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____

to be the person _____, known to me _____, whose name _____ subscribed to the with- _____ executed the _____

WITNESS my hand and official seal.

[seal]

Signature _____

Name (Typed or Printed)
Notary Public in and for said County and State

INTER-COUNTY TITLE CO.

TITLE ORDER No. _____

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Signature of Trustor

James L. Moyle

N. Jane Moyle

STATE OF CALIFORNIA
Nevada

COUNTY OF EUREKA

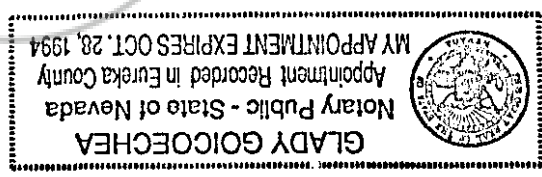
)
) ss.
)

On June 3, 1994, before me, Gladys Goicoechea, a Notary Public in and for said State, personally appeared James L. Moyle and N. Jane Moyle

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) subscribed to the within instrument and acknowledged to me that executed the same in authorized capacity(ies) and that by signatures on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Gladys Goicoechea



ADDENDUM TO PURCHASE OF REAL PROPERTY

Pursuant to that Lease and Option to Purchase Real Property Agreement recorded in Eureka County Nevada in Book 196 , page 338, pertaining to the specific parcel of real property commonly described as the South 1/2 of Section 20, T23N, R54E, Eureka County, Nevada, and entered into by EVERETT PHELPS and JEAN PHELPS . Lessor/Optionor, and JAMES L. MOYLE and N. JANE MOYLE , Lessee(s)/Optionee(s) , and as a separate matter which is more specific to the provisions set forth on page 1, item 2, ... together with all the water, water rights , stock watering rights , water permits , wells and other privileges connected ... (therewith) , as it pertains to Optionees exercise of the option agreement, these parties agree to the following:

1) That on or about January 25, 1990 the above named parties attended a meeting at the Department of Conservation and Natural Resources to present evidence on the issue of water usage under Permit no. 29557, Certificate no. 10090, for cultivation and irrigation from 1984 through 1988. The purpose of the meeting was to avoid forfeiture of water rights attaching to that real property which is the subject of this Option to Purchase.

On or about September 19, 1991, a State Engineer , R. MICHAEL TURNIPSEED, P.E., issued a ruling regarding the forfeiture of water rights and found "... insufficient evidence to establish a forfeiture ...". That Ruling shall be made part of the record of sale.

2) Optionor/Sellers shall retain a lien against the water rights referred to hereinabove until such time as Optionee/buyers have performed all the covenants and conditions of purchase

1 including, but not limited to, full payment of the purchase
2 price.
3
4 3) Optionee/Buyers covenant and agree that they shall
5 comply with State and County regulations necessary to maintain
6 water rights to the land described hereinabove, and take whatever
7 action becomes necessary to preserve and defend those rights free
8 from forfeiture during the purchase period.
9 4) Optionee/Buyers shall not transfer these water rights to
10 anyone for any purpose during the purchase period. The water
11 rights shall remain with the land and any resale of the property
12 shall not constitute a sale of the water rights without the
13 express written consent of these Optionor/Sellers.
14 For all purposes, Purchase Period shall mean that period of
15 time these Optionee/Buyers owe moneys to these Optionor/Sellers
16 for the purchase or refinancing of the real property described
17 herein.
18 5) Any default by Optionee/Buyers of any covenant ,
19 condition, or agreement set forth herein, including, but not
20 limited to, failure to making payments in exercise of the option
21 agreement shall give Optionor/Sellers the right to retake
22 possession of the real property , including the water rights , or
23 take whatever other legal action is necessary to retake control
24 of the real property including preservation of the water rights.
25 6) All parties agree that this agreement shall be recorded
26 in Eureka County, Nevada , and become part of the grant deed and
27 deed of trust executed by these parties as part of the purchase
28 of real property described hereinabove.

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We the undersigned hereby accept each and every term, covenant and condition as set forth in this agreement and by signing this agreement agrees to be bound thereby.

Executed this 4th day of May, 1994, at _____

Everett Phelps
Everett Phelps/Optionor
Seller

Jean Phelps
Jean Phelps/Optionor
Seller

James L. Moyle
James L. Moyle/Optionee
Buyer

N. Jane Moyle
N. Jane Moyle/Optionee
Buyer

BOOK 270 PAGE 388
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
First American Title
94 JUN 28 P1:37

EUREKA COUNTY, NEVADA
M.M. REBALANCE, RECORDED
FILE NO. 153321
FEE \$12.00

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