

THIRD: Trustor agrees that he will pay any deficiency arising from any cause after application of the proceeds of a sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

SECOND: The following covenants Nos. 1, 3, 4 (18%), 5, 6, 7 (10%), 8, and 9 of Nevada Revised Statutes 107.030 are hereby adopted and made a part of this Deed of Trust.

FIRST: In the event any improvements are constructed upon the herein described real property, the Trustor promises and agrees to pay when due all claims for labor performed and materials furnished for any construction, alteration or repair thereon; to comply with all laws affecting said property or relating to any alterations or improvements that may be made; not to commit or permit waste thereon; not to commit, suffer or permit any acts upon the property in violation of any law, covenant, condition or restriction affecting the property.

**TO PROTECT THE SECURITY OF THIS DEED OF TRUST:**

(3) Payment of all other sums with interest which may become due or payable under the provisions of this Note to either the Trustee or the Beneficiary.

(2) Payment of an indebtedness in the sum \$2,200.00 with interest according to the terms of a Promissory Note of even date herewith, executed by the Trustor delivered to the Beneficiary, and payable to the order of the Beneficiary, which Note with any and all extensions thereof is incorporated herein by reference.

(1) Performance of each agreement of the Trustor herein contained.

**FOR THE PURPOSE OF SECURING:**

**AND ALSO**, all the estate, interest, homestead or other claim, in law or in equity, which the Trustor now has or may hereafter acquire in and to said property, together with all easements and rights-of-way used in connection therewith or as a means of access thereto, and all water and water rights in connection therewith or share of stock evidencing such water or water rights, and all fixtures now or hereafter attached to or used in connection with the premises above described, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

A.P.N. 05-190-16

SECTION 11: E1/2 SE1/4 SW1/4

TOWNSHIP 30 NORTH, RANGE 48 EAST, M.D.B.&M.

WITNESSETH: That Trustor irrevocably GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST WITH POWER OF SALE, that property in EUREKA County, Nevada, described as:

THIS DEED OF TRUST made AUGUST 11, 1994, between RUFUS L. DENBY, herein called TRUSTOR, whose address is 123 KENNEDY DRIVE, RENO, NV 89506, and KIRTI A. KUMMER, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, herein called BENEFICIARY, CHOICE FINANCIAL, INC., A NEVADA CORPORATION, herein called TRUSTEE.

**DEED OF TRUST**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**154679**

Title Order No.  
Escrow No.  
Loan No.  
When recorded mail to:  
CHOICE FINANCIAL  
479 E. Plumb Lane  
Reno, Nevada 89502

**FOURTH:** Trustor agrees to provide and maintain fire, hazard, and extended coverage insurance, insuring the property and any and all improvements upon or to be constructed upon the premises, in a company satisfactory to, and the loss payable to, the Beneficiary and the Trustor, as their respective interests may appear. This insurance shall be in the amount of the fair and reasonable market value of the real property and its improvements, with the minimum amount being the amount of the note secured by this Deed of Trust plus junior loans if any.

**FIFTH:** Any award of damages in connection with any condemnation for public use of or injury to this property or any part thereof significantly affecting the value of the security is hereby assigned and shall be paid to Beneficiary. The condemnation award shall be applied by the Beneficiary to the indebtedness secured hereby in such order as the Beneficiary may determine, and when such indebtedness has been satisfied, the balance of such award shall be released to the Trustor.

**SIXTH:** Trustor shall pay all reasonable costs, charges and expenses, including attorney's fees, reasonably incurred or paid at any time by the Beneficiary because of the failure on the part of Trustor to perform, comply with, and abide by each and every stipulation, agreement, condition and covenant of the Promissory Note secured hereby and this Deed of Trust.

**SEVENTH:** Trustor hereby assigns to the Beneficiary the right, power, and authority, during the continuance of this Trust, to collect the rents, issues, and profits of the property, reserving unto the Trustor the right, prior to any default as defined in this Deed of Trust, by the Trustor to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time and without notice, either in person, by agent, or by receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, collect and enforce his assignment of the rents, issues, and profits by any lawful means.

**EIGHTH:** The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of repayment of the indebtedness or any part thereof secured by this Deed of Trust. The Beneficiary may, without notice to or consent of the Trustor, extend the time of payment of any indebtedness secured hereby to any successor in interest of the Trustor, without discharging the Trustor from any liability thereon.

**NINTH:** The rights and remedies granted hereunder or by law shall not be exclusive but shall be concurrent and cumulative.

**TENTH:** The benefits of the covenants, terms, conditions and agreements herein contained shall accrue to, and the obligations thereof shall bind, the heirs, representatives, successors and assigns of the parties hereto and the Beneficiary hereof. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof, whether by operation of law or otherwise.

**ELEVENTH:** This Deed of Trust is executed by the Trustor and accepted by the Beneficiary with the understanding and upon the express condition that if the Trustor should make default in the performance to the Beneficiary of any of the covenants or agreements herein set forth, then and in that event the full amount of the principal of the indebtedness secured hereby, plus interest, shall forthwith be and become wholly due and payable, notwithstanding the fact that the same would not otherwise be due according to the terms of the Promissory Note secured hereby.

**TWELFTH:** In the event of sale, transfer, conveyance or alienation of said property, or any part thereof, or any interest therein, whether voluntary or involuntary, Beneficiary shall have the right of acceleration, at its option, to declare the note secured by this Deed of Trust, irrespective of the maturity date expressed therein, and without demand or notice, immediately due and payable, including any prepayment charge provided for therein. No waiver of this right shall be effective unless in writing. Consent by Beneficiary to one such transaction shall not constitute a waiver of the right to require such consent to succeeding transactions.

**THIRTEENTH:** The trust hereby created is irrevocable by the Trustor.

**FOURTEENTH:** The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to them.

151679

EUREKA COUNTY NEVADA  
M.N. REBAL. REORDER  
FILE NO. FEES 700

BOOK 274 PAGE 200  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
Gobbi, Taylor  
94 AUG 18 PM 1:27



Notice: A Copy of any Notice of Default and of any Notice of Sale will be sent only to the address contained in this recorded request. If your address changes, a new request must be recorded.

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Notary's Signature: Vicky Lynn Beattie  
Notary Public - State of Nevada  
Appointment Expires Sept. 24, 1994  
WITNESS my hand and official seal.

STATE OF NEVADA  
COUNTY OF Washoe SS.  
On August 12, 1994 before me, Vicky Lynn Beattie  
a notary public, personally appeared RUFUS L. DENBY personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

RUFUS L. DENBY  
Rufus L. Denby  
in this Deed of Trust.  
IN WITNESS WHEREOF, Trustor hereby accepts and agrees to the terms and covenants contained

IT IS AGREED by all of the parties hereto that, throughout this document, as the context requires, the use of the singular term shall include the plural and the use of the plural term shall include the singular, the use of the masculine gender shall include the feminine, and the use of the feminine gender shall include the masculine.