

DEED OF TRUST

THIS DEED OF TRUST, made this 28<sup>th</sup> day of December,

1994, by and between ROBERT RIDDLE, an unmarried man, as Trustor, and STEWART TITLE OF NORTHEASTERN NEVADA, a Nevada Corporation, as

Trustee, and SAMUEL F. ORK, a married man as his sole and separate

property, as Beneficiary;

W I T N E S S E T H:

That the said Trustor hereby grants, bargains, sells, conveys

and confirms unto the said Trustee, and to its successors and

assigns, with power to sell, the following described real property

situate in the County of Eureka, State of Nevada, more particularly

described as follows:

Lots 12 and 13, Block 2 of CRESCENT VALLEY RANCH & FARMS UNIT NO. 1, as per map recorded in the office of the County Recorder of Eureka County, Nevada, as File No. 34081.

EXCEPTING THEREFROM, all petroleum, oil, natural gas and products derived therefrom within or underlying said land or that may be produced therefrom, and all rights thereto, as reserved by SOUTHERN PACIFIC LAND COMPANY, in Deed to H. J. BUCHENAU and ELSIE BUCHENAU, recorded September 24, 1951, in Book 24 of Deeds, Page 168, Eureka County, Nevada.

TOGETHER with any and all buildings and improvements situate thereon.

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

ROSS P. EARDLEY

ATTORNEY AT LAW

469 IOAHMO STREET

ELKO, NEVADA 89801

TELEPHONE (702) 738-4046 - FAX (702) 738-6286

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TO HAVE AND TO HOLD the same unto the Trustee, and to its

successors and assigns, upon the trusts, covenants and agreements

herein expressed and as security for the payment of a certain Promis-

sory Note of even date herewith, for the principal sum of \$12,000.00,

bearing interest from the date thereof at the rate of 8% per annum,

said principal sum and interest being payable in monthly install-

ments, as more specifically set forth in said Note; said Note being

executed by the Trustor herein to the said Beneficiary and payable at

Crescent Valley, Nevada, or wherever else said Beneficiary in writing

designates. Said Note is hereby referred to and incorporated herein

as though set forth in full herein.

This Deed of Trust is also given as security for the payment

of any and all monies which the Beneficiary and Trustee, or either of

them, may or shall hereafter loan or advance to the Trustor, or

advance for his account, even though the said loan or advance may be

secured by other mortgage or Deed of Trust and as security for the

payment of all other monies that may become due from the Trustor from

any cause whatsoever, including the payment of all other monies

hereby agreed or provided to be paid by the Trustor, or which may be

paid out, or advanced, by the Trustee, or by the Beneficiary, under

the provisions of this Deed of Trust.

The Trustor hereby covenants and agrees:

1. The Trustor promises and agrees to properly care for and

keep the property herein described, including any fences, buildings

and other improvements thereon, in at least as good a condition of

repair and maintenance as the same now are, subject to normal wear

and tear, and to care for, protect and maintain any and all buildings

situate thereon, and to otherwise protect and maintain said premises and not to commit nor permit any waste or deterioration thereof. The Trustor may make such alterations or improvements as he may desire on said premises, so long as they do not lessen the value of said property, and the Trustor shall pay, when due, all claims for labor performed or material furnished thereon.

2. That the Beneficiary, or his duly authorized agents, shall at all reasonable times have the right to enter upon said premises and inspect the same.

3. The Trustor covenants, warrants and represents that the

title conveyed is a fee simple absolute title, free and clear of all encumbrances; that he will forever warrant and defend the title to

the premises above mentioned to the Trustee and Beneficiary and their successors and assigns, against all lawful claims and demands

of all persons whomsoever.

4. The following covenants Nos. 1, 2 (\$ N/A), 3,

4(8), 5, 6, 7 (Reasonable), 8 and 9 of Section 107.030 NRS are hereby

adopted and made a part of this Deed of Trust.

5. The reconveyance of this Deed of Trust shall be at the

cost and expense of the Trustor, or such other persons entitled to

reconveyance.

6. The acceptance by said Beneficiary of any payment of the

indebtedness hereby secured shall not operate as a waiver by the

Beneficiary of any default by the Trustor made previously to such

payment in any of the covenants or agreements to be made, kept and

performed by the Trustor herein provided.

done or omitted to be done, in good faith, under the provisions of  
sors in interest, shall not incur any liability on account of any act  
9. Said Trustor agrees that the said Trustee, or its succes-

of Trust.

this property, in order to enforce fully the provisions of this Deed  
the request of the Beneficiary, may proceed anew with the sale of  
such sale shall not exhaust the power of sale, and the Trustee, at  
cially declared invalid or deemed by the Beneficiary to be invalid,  
remaining provisions, and if any sale made hereunder shall be judi-  
declared invalid, such decision shall not affect the validity of the

ment; that if any provision of this Deed of Trust be judicially  
several covenants and agreements of all persons who sign this instru-

Trustor or Grantor herein shall be construed to be the joint and  
singular and plural numbers; that the covenants and agreements of the  
does include the masculine, feminine and neuter genders, and the  
instrument, and any pronoun referring thereto, is intended to and  
the words Trustor, Grantor, Trustee or Beneficiary, as used in this  
tive parties hereto, and it is distinctly understood and agreed that  
bind the legal representatives, successors and assigns of the respec-  
8. All the provisions of this instrument shall apply to and

hereafter acquired.

hereunder, operate as a waiver of such other security now held or  
this Deed of Trust, nor its satisfaction, nor a reconveyance made  
operate as a waiver of the security of this Deed of Trust, nor shall  
the indebtedness secured hereby, nor the release thereof, shall

acceptance nor existence, now or hereafter, of any other security for  
7. The Trustor hereby covenants and agrees that neither the

this Deed of Trust, and that said Trustee shall be fully protected in acting upon any statement, report, order, notice, request, consent or other paper or document believed to be genuine and signed by the proper parties.

IN WITNESS WHEREOF, the said Trustor has executed these presents the day and year first above written.

ROBERT RIDDLE

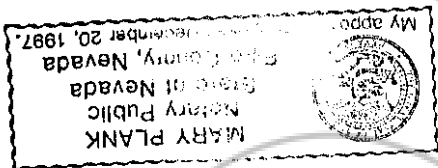
*[Handwritten signature of Robert Riddle]*

STATE OF Nevada )  
: SS.  
COUNTY OF Elko )

This instrument was acknowledged before me on Dec. 28, 1994, by ROBERT RIDDLE.

NOTARY PUBLIC

*[Handwritten signature of Notary Public]*



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OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Mary Plank*  
95 JAN 18 AM 11:09  
EUREKA COUNTY NEVADA  
M.N. REBAL/ATI, RECORDER  
FILE NO. FEES 11.00

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