

# DEED OF TRUST

THIS DEED OF TRUST, made and entered into as of the 15th day of March,  
April

1996, by and between Cheyenne Land and Livestock Inc., a Nevada corporation, of Elko,  
Company,

Nevada, hereinafter called the Grantor; Stewart Title of Northeastern Nevada, a Nevada

corporation, hereinafter called the Trustee; and Gary L. Hall and Jonilyn Siepert-Hall, as joint

tenants with right of survivorship, of Fayetteville, Georgia, hereafter called the Beneficiaries; it

being understood that the words used herein in any gender include all other genders, the singular

number includes the plural, and the plural the singular,

## WITNESSETH:

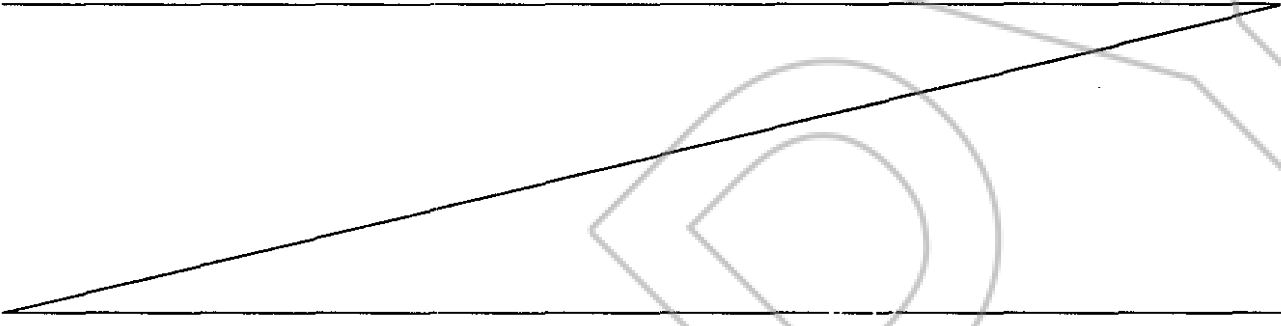
THAT WHEREAS, the Grantor is indebted to the Beneficiaries in the sum of

TWELVE THOUSAND ONE HUNDRED DOLLARS (\$12,100.00), lawful money of the United

States, and has agreed to pay the same according to the terms and tenor of a certain Promissory

Note of even date herewith, and made, executed and delivered by Grantor to Beneficiaries, which

Note is in the words and figures as follows:



BOOK 294 PAGE 406

WILSON AND BARROWS, LTD.  
ATTORNEYS AT LAW  
P.O. BOX 389  
ELKO, NEVADA 89801-0389

PROMISSORY NOTE

April 15, 1996, Elko, Nevada, *Match*

\$12,100.00

FOR VALUE RECEIVED, the Maker promises to pay to the order of Gary L. Hall and Jonilyn Siepert-Hall, husband and wife, as joint tenants with right of survivorship, at Fayetteville, Georgia, or wherever payment may be demanded by the holders of this Note, the sum of TWELVE THOUSAND ONE HUNDRED DOLLARS (\$12,100.00), together with interest on the declining balance to accrue at the rate of ten and one-half percent (10.5%) per annum from the date hereof until paid, all in the manner following:

\$492.22 on or before ninety days from the date hereof and a like sum quarterly thereafter; provided however that the entire balance of principal, together with accrued interest, shall be paid in full on or before 10 years from date hereof. Said quarterly payments shall be applied first to accrued interest to date thereof and the remainder upon the principal.

The Maker may, at its option, make additional payments or pay the entire unpaid principal, with accrued interest, in full at any time. Said payments shall be applied first to accrued interest to date of payment and the remainder upon the principal. Said additional payments shall not be cumulative payments, but the Maker shall in all events, pay at least the sums required by the above payment schedule.

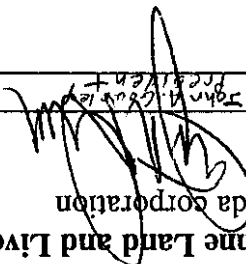
The Maker and endorser waives demand, diligence, presentment, protest and notice of protest and nonpayment.

In the event of default in the payment of any sum of principal or interest, or both, due hereunder, according to the terms and tenor hereof, or in the performance of any of the provisions of any security instruments now or hereafter securing this Note, the holder may, at its option, declare the entire amount of principal and interest due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

In case of default in the payment of any part of the principal or interest due hereunder, the Maker promises and agrees to pay the holders' reasonable attorney's fees and costs incurred in collecting the same before and during litigation or nonjudicial foreclosure.

This Note is secured by Deed of Trust of even date herewith.

Cheyenne Land and Livestock Company, Inc.,  
a Nevada corporation

By   
Title John H. Barrett

WILSON AND BARROWS, LTD.  
ATTORNEYS AT LAW  
P.O. BOX 389  
ELKO, NEVADA 89801-0389

BOOK 294 PAGE 407

**NOW, THEREFORE**, the Grantor, for the purpose of securing the payment of

the Promissory Note, and also the payment of all monies herein agreed or provided to be paid by the Grantor, or which may be paid out or advanced by the Beneficiaries or Trustee under the provisions of this instrument, with interest in each case, does hereby grant, bargain, sell, convey and confirm unto the Trustee all of the right, title and interest, claim and demand, as well in law as in equity, which the Grantor may now have or may hereafter acquire of, in or to the following described real property situate in the County of Eureka, State of Nevada, and being more particularly described as follows:

Parcel B, as shown on the amended parcel map for GARY and JONILYNN HALL, recorded June 3, 1988, in the Official Records of Eureka County, State of Nevada, as File No. 118810, a portion of Lot 1, Parcel A, of the Large Division Map of the E½, Section 17, TOWNSHIP 20 NORTH, RANGE 53 EAST, M.D.B. & M.

**TOGETHER WITH** all improvements situate thereon, or which are placed thereon during the life of this Deed of Trust.

**TOGETHER WITH** the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversions and reversions, remainder and remainders, rents, issues and profits thereof.

**TO HAVE AND TO HOLD** the premises, together with the appurtenances, unto

the Trustee, and to its successors and assigns, for the uses and purposes herein mentioned.

The following covenants, Nos. 1, 2 (100% replacement cost), 3, 4 (10.5%), 5, 6,

7 (reasonable), 8 and 9 of NRS 107.030, are hereby adopted and made a part of this Deed of

Trust.

This Deed of Trust also secures payment for further sums and the Promissory Note

evidencing the same, together with interest as shall be provided for therein, as may hereafter be

loaned or advanced by Beneficiaries to the Grantor.

BOOK 294 PAGE 408

WILSON AND BARROWS, LTD.  
ATTORNEYS AT LAW  
P.O. BOX 389  
ELKO, NEVADA 89801-0389

Grantor, in consideration of the premises, hereby covenants and agrees that neither the acceptance nor existence, now or hereafter, of other security for the indebtedness secured hereby, nor the release thereof, shall operate as a waiver of the security of this Deed of Trust, nor shall this Deed of Trust nor its satisfaction nor a reconveyance made hereunder operate as a waiver of any such other security now held or hereafter acquired.

The Grantor expressly covenants and agrees at all times during the term hereof, and with respect to the land herein described, and all buildings and other improvements now or hereafter located or placed thereon:

- A. To properly care for and maintain the same in their present condition, order and repair, ordinary and reasonable wear and tear excepted;
- B. Not to alter, remove or change the present use of the same without the prior written consent of the Beneficiaries;
- C. Not to commit or permit any waste of the same; or
- D. Not to do any other act or omit to do any other act which results, or is likely to result, in a reduction or impairment of the value of the same.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand as of the day and year first hereinabove written.

Cheyenne Land and Livestock Company, Inc.,  
 a Nevada corporation  
 By John H. Gentry  
 Title President

WILSON AND BARROWS, LTD.  
 ATTORNEYS AT LAW  
 P.O. BOX 389  
 ELKO, NEVADA 89801-0389

BOOK 294 PAGE 409

BOOK 294 PAGE 410

WILSON AND BARROWS, LTD.  
ATTORNEYS AT LAW  
P.O. BOX 389  
ELKO, NEVADA 89801-0389

5

BOOK 294 PAGE 406  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Stewart Corp*  
96 APR 15 PM 1:48  
EUREKA COUNTY NEVADA  
M.N. REBAL/ATI, RECORDER  
FILE NO. 161826  
FEES 11.00

PAMELA J. AGUIRRE  
Notary Public  
State of Nevada  
Elko County, Nevada  
No. 95-0354-6  
My appointment expires October 28, 1999.



96020821.PB  
MARCH 17, 1996

On March 20, 1996, personally appeared before me, a Notary Public,  
John H. Gentry, personally known (or proved) to me to be the person  
whose name is subscribed to the above instrument who acknowledged that he executed the  
above instrument on behalf of Cheyenne Land and Livestock Company, Inc.

NOTARY PUBLIC

*[Handwritten Signature]*

STATE OF NEVADA,  
COUNTY OF ELKO,

)  
) SS.  
)

COPIED