

166770

DEED OF TRUST

THIS DEED OF TRUST, made this 29th day of April,  
1997, by and between HOLLON D. MOLL and VELMA M. MOLL, husband and  
wife, as Trustors, and STEWART TITLE OF NORTHEASTERN NEVADA, a Nevada  
Corporation, as Trustee, and JERRY L. MACHACEK and TRINA L. MACHACEK,  
husband and wife, as joint tenants with right of survivorship, as  
Beneficiaries;

W I T N E S S E T H:

That the said Trustors hereby grant, bargain, sell, convey and  
confirm 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:

PARCEL 1

TOWNSHIP 20 NORTH, RANGE 53 EAST, MDB&M.

Section 1: Lots 9, 10, 11 and 12

EXCEPTING FROM Parcel 1, all oil and gas lying in and  
under said land as reserved by the United States of  
America, in Patent recorded November 26, 1963, in Book  
2, Page 8, Official Records, Eureka County, Nevada.

PARCEL 2

TOWNSHIP 20 NORTH, RANGE 53 EAST, MDB&M.

Section 1: Lots 1, 2 and 5

EXCEPTING FROM Parcel 2, fifty percent (50%) of all  
gas, oil and mineral rights lying in and under said

-1-

ROSS P. EARDLEY  
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ELKO, NEVADA 89801

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land as reserved by Maria Teresa Labarry, et al, in Deed recorded January 5, 1973, in Book 44, Page 222, Official Records, Eureka County, Nevada.

TOGETHER with any and all buildings and improvements situate thereon.

TOGETHER with all minerals now owned by the Trustors, if any.

TOGETHER with all water, water rights, rights to the use of water, dams, ditches, canals, pipelines, reservoirs, wells, pumps, pumping stations, and all other means for the diversion or use of water appurtenant to the said land or part thereof, for irrigation, stockwatering, domestic or any other use, including, but not limited to, the following permits issued by the Nevada State Division of Water Resources: Permit Nos. 18623, 42889, 42890, 42891, 42893 and 42892/44622.

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

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 Promissory Note of even date herewith, for the principal sum of \$175,000.00, bearing interest from the date thereof at the rate of 8% per annum, said principal sum and interest being payable in annual installments, as more specifically set forth in said Note; said Note being executed by the Trustors herein to the said Beneficiaries and payable at Eureka, Nevada, or wherever else said Beneficiaries in writing designate. 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 Beneficiaries and Trustee, or either of them, may or shall hereafter loan or advance to the Trustors, or

either of them, or advance for their 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 Trustors, or either of them, from any cause whatsoever, including the payment of all other monies hereby agreed or provided to be paid by the Trustors, or which may be paid out, or advanced, by the Trustee, or by the Beneficiaries, under the provisions of this Deed of Trust.

The Trustors hereby covenant and agree:

1. The Trustors promise and agree 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. Trustors shall water and keep in good condition all cultivated land and shall properly irrigate all irrigable land, utilize all water rights, and put the same to beneficial use, and pay all fees in connection with the preservation of water rights, all to the end that the premises and property shall be properly kept and maintained and in no way diminished during the term of this Deed of Trust and that no water rights or privileges shall be lost by abandonment, non-use or otherwise, due to the default, failure or act of the Trustors. The Trustors may make such alterations or improvements as they may desire on said premises, so long as they do not lessen the value of

said property, and the Trustors shall pay, when due, all claims for labor performed or material furnished thereon.

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

3. The Trustors covenant, warrant and represent that the title conveyed is a fee simple absolute title, free and clear of all encumbrances; that they will forever warrant and defend the title to the premises above mentioned to the Trustee and Beneficiaries and their successors and assigns, against all lawful claims and demands of all persons whomsoever.

4. The following covenants Nos. 1, 2 (\$ 175,000.00 ), 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 Trustors, or such other persons entitled to reconveyance.

6. The acceptance by said Beneficiaries of any payment of the indebtedness hereby secured shall not operate as a waiver by the Beneficiaries of any default by the Trustors made previously to such payment in any of the covenants or agreements to be made, kept and performed by the Trustors herein provided.

7. The Trustors hereby covenant and agree that neither the acceptance nor existence, now or hereafter, of any 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 such other security now held or hereafter acquired.

8. All the provisions of this instrument shall apply to and bind the legal representatives, successors and assigns of the respective parties hereto, and it is distinctly understood and agreed that the words Trustors, Grantors, Trustee or Beneficiaries, as used in this instrument, and any pronoun referring thereto, is intended to and does include the masculine, feminine and neuter genders, and the singular and plural numbers; that the covenants and agreements of the Trustors or Grantors herein shall be construed to be the joint and several covenants and agreements of all persons who sign this instrument; that if any provision of this Deed of Trust be judicially declared invalid, such decision shall not affect the validity of the remaining provisions, and if any sale made hereunder shall be judicially declared invalid or deemed by the Beneficiaries to be invalid, such sale shall not exhaust the power of sale, and the Trustee, at the request of the Beneficiaries, may proceed anew with the sale of this property, in order to enforce fully the provisions of this Deed of Trust.

9. Said Trustors agree that the said Trustee, or its successors in interest, shall not incur any liability on account of any act done or omitted to be done, in good faith, under the provisions of 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.

10. The Trustors, so long as there is any balance owing in connection with this Deed of Trust, shall not sell, assign or transfer any interest in the property described herein, nor permit any assumption of the debt herein secured, without first obtaining the written consent of the Beneficiaries. If all or any part of the property herein described, or any interest therein, is sold, assigned or transferred by the Trustors without the Beneficiaries' prior written consent, the Beneficiaries may, at their option, declare all sums secured by this Deed of Trust to be immediately due and payable.

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

Hollon D. Moll  
HOLLON D. MOLL

Velma M. Moll  
VELMA M. MOLL

STATE OF CALIFORNIA )  
                                  : SS.  
COUNTY OF SAN JOAQUIN )

This instrument was acknowledged before me on APRIL 21, 1997  
1997, by HOLLON D. MOLL and VELMA M. MOLL.



Cathy Diane Gutierrez  
NOTARY PUBLIC

**ALL-PURPOSE ACKNOWLEDGMENT**

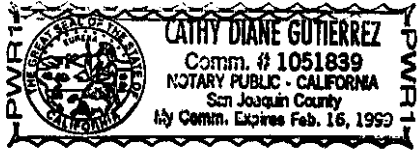
State of California

County of SAN JOAQUIN } ss.

On APRIL 21, 1997 before me, CATHY DIANE GUTIERREZ, NOTARY PUBLIC  
(DATE) (NOTARY)

personally appeared VELMA M. MOLL & HOLLON D. MOLL  
SIGNER(S)

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 acknowledged 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.



WITNESS my hand and official seal.

Cathy Diane Gutierrez  
NOTARY'S SIGNATURE

**OPTIONAL INFORMATION**

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

**CAPACITY CLAIMED BY SIGNER (PRINCIPAL)**

- INDIVIDUAL
- CORPORATE OFFICER
- \_\_\_\_\_ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

DEED OF TRUST  
TITLE OR TYPE OF DOCUMENT

6  
NUMBER OF PAGES

4-21-97  
DATE OF DOCUMENT

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)  
\_\_\_\_\_  
\_\_\_\_\_

"NO OTHER SIGNERS"  
OTHER

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OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Stewart Title*  
97 APR 29 AM 9:09

EUREKA COUNTY NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. **166770**

FEES **14.00**

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