

174405

DEED OF TRUST

THIS DEED OF TRUST, made this 26th day of April, 2000, by and between **RONALD A. CARRION** and **BETSY A. CARRION**, his wife, of Eureka, Nevada, hereinafter called "Grantors," and **STEWART TITLE OF NORTHEASTERN NEVADA**, as Trustee, and **COMMUNITY DEVELOPMENT CORPORATION**, a Nevada corporation, Beneficiary.

WITNESSETH:

That Grantors hereby grant, transfer and assign to the Trustee in trust, with power of sale, the following described two parcels of real property situate in the County of Eureka, State of Nevada, more particularly described as follows:

PARCEL 1 (THE OWL CLUB)

Lots 7 and 8 of Block 22, as shown on the plat of the Town of Eureka, filed in the Office of the County Recorder of Eureka County.

PARCEL 2 (1/2 SECTION OF FARM PROPERTY IN DIAMOND VALLEY)

TOWNSHIP 20 NORTH, RANGE 53 EAST, M.D.B.&M.

Section 11: S1/2;

EXCEPTING THEREFROM all oil and gas in and under said land, reserved by the United States of America, in patent recorded December 27, 1962, in Book 26, Page 335, Deed Records, Eureka County, Nevada.

TO HAVE AND TO HOLD the same unto said Trustee and its successors, in trust, to secure the performance of the following obligations, and payment of the following debts:

ONE: Payment of an indebtedness evidenced by a certain Promissory Note dated the 28th day of April, 2000, in the principal amount of **TWO HUNDRED THOUSAND DOLLARS AND 00/100 (\$200,000.00)**, with the interest thereon, expenses, attorney fees and other payments therein provided, executed and delivered by the Grantor payable to the Beneficiary on order, and any and all extensions or renewals thereof.

TWO: Payment of such additional amounts as may be hereafter loaned by the Beneficiary to the Grantor, or any successor in interest of the Grantor, with interest thereon, expenses and attorney fees, and any other indebtedness or obligation of the Grantor to the

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Beneficiary.

THREE: Payment of all other sums with interest thereon becoming due or payable under the provisions hereof to either Trustee or Beneficiary.

FOUR: Payment, performance and discharge of each and every obligation, covenant, promise and agreement of Grantor herein or in said Note contained, and of all renewals, extensions, revisions and amendments of the above-described Note and any other indebtedness or obligation secured hereby.

To protect the security of this Deed of Trust, it is agreed as follows:

1. The Beneficiary has the right to record notice that this Deed of Trust is security for the additional amounts and obligations not specifically mentioned herein, but which constitute indebtedness or obligations of the Grantor for which the Beneficiary may claim this Deed of Trust as security.

2. The Grantor shall, with regard to Parcel 2: 1) properly care for and keep the property herein described and all buildings, fences, watering facilities, dams, ditches, diversions, wells, pumping equipment, and all other structures, improvements and fixtures thereon in at least the condition, order and repair existing on the date of this Deed of Trust, subject to reasonable wear and tear and replacement, substitution or improvement as herein provided; 2) not remove or demolish all or any portion of any buildings, fences, other fixtures or improvements now situate thereon or hereafter placed thereon unless the same is replaced, improved or substituted therefore by a like item of at least equal value, quality and use; 3) not commit or permit any waste of the land, buildings, improvements and fixtures on said premises; 4) farm, maintain and irrigate the premises for which water rights exist in at least the same husband-manlike manner as was being applied thereto prior to the date of this Deed of Trust; 5) properly maintain, put to beneficial use and utilize all wells and water rights appurtenant to or used in connection with any portion of the premises as of the date of this Deed of Trust so as not to allow any water rights to be jeopardized, diminished or lost. With regard to both Parcel 1 and Parcel 2, the Grantor shall not do nor permit to be done, by act or omission, anything which shall impair, lessen, diminish, devalue or deplete the security hereby given.

3. The following covenants, Nos. 1; 3; 4 (5 1/2%); 5; 6; 7 (reasonable); 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust. In connection with Covenant No. 6, it shall be deemed to include and apply to all conditions, covenants and agreements contained herein in addition to those adopted by reference, and to any and all defaults or deficiencies in the performance of this Deed of Trust.

4. All payments secured hereby shall be paid in lawful money of the United

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States of America.

5. The Beneficiary and any persons authorized by the Beneficiary shall have the right to enter upon and inspect the premises at all reasonable times.

6. In case of condemnation of the property subject hereto, or any part thereof, by paramount authority, all of any condemnation award to which the Grantor shall be entitled, less costs and expenses of litigation, is hereby assigned by the Grantor to the Beneficiary, to the extent the Beneficiary is entitled thereto, who is hereby authorized to receive and receipt for the same, and apply such proceeds as received, toward the payment of the indebtedness hereby secured, whether due or not.

7. If default be made in the performance or payment of the obligation, note or debt secured hereby, or in the performance of any of the terms, conditions and covenants of the Deed of Trust, or the payment of any sum or obligation to be paid hereunder, or upon the occurrence of any act or event of default hereunder, and such default is not cured within thirty-five (35) days after written notice of default and of election to sell said property given in the manner provided by NRS 107.080 as in effect on the date of this Deed of Trust, Beneficiary may declare all notes, debts and sums secured hereby or payable hereunder immediately due and payable although the date of maturity has not yet arrived.

8. The Promissory Note secured by this Deed of Trust is made a part hereof as if fully herein set out.

9. The rights and remedies herein granted shall not exclude any other rights or remedies granted by law, and all rights or remedies granted hereunder or permitted by law shall be concurrent and cumulative.

10. All the provisions of this instrument shall inure to and bind the heirs, legal representatives, successors and assigns of each party hereto respectively as the context permits. All obligations of each Grantor hereunder shall be joint and several. The word "Grantor" and any reference thereto shall include the masculine, feminine and neuter genders and the singular and plural, as indicated by the context and number of parties hereto.

11. It is expressly agreed that the trusts created hereby are irrevocable by the Grantor.

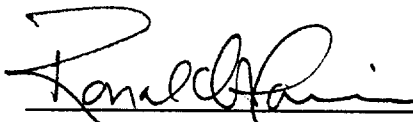
12. With regard to Parcel 2, this Deed of Trust is subordinate and subject to that Deed of Trust dated September 28, 1992, given by Ronald A. Carrion and Betsy A. Carrion,

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his wife, herein for the benefit of William Manley and MariHelen Manley, recorded at Book 239, Page 273, Document No. 143564, Official Records, Eureka County Recorder's Office. With regard to Parcel 1, this is a first Deed of Trust as Ted R. Carrion and Mary R. Carrion have subordinated that certain deed of trust dated 1991, recorded on July 19, 1991 at Book 224, Page 182, Document No. 137343, Official Records, Eureka County Recorder's Office, to this Deed of Trust.

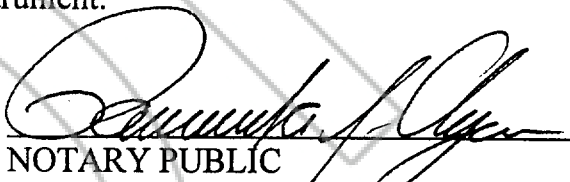
IN WITNESS WHEREOF, the Grantor has executed these presents the day and year first hereinabove written.

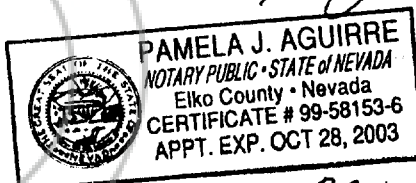

RONALD A. CARRION


BETSY A. CARRION

STATE OF NEVADA)
) ss
COUNTY OF ELKO)

On this 2nd day of April, 2000, personally appeared before me, a Notary Public, **RONALD A. CARRION** and **BETSY A. CARRION**, his wife, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that they executed the instrument.


NOTARY PUBLIC



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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Stewart Title
00 APR 28 AM 11:43

EUREKA COUNTY NEVADA
M.H. REBALEATI, RECORDER
FILE NO. 4
FEES 10.00

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