

Stewart Title  
Attn: Collection De;

**176374**

APN 007-340-01

ALL-INCLUSIVE DEED OF TRUST

THIS ALL-INUSIVE DEED OF TRUST, made this 20 day of March, 2001, by and between IAD BLISS, a single man, as Trustor, and STEWART TITLE OF NORTH-EASTERN NEVADA, Nevada Corporation, as Trustee, and STEPHEN A. AUCH and SHARON F. AUCH, husband and wife, as joint tenants with right of survivorship, as to an undivided one-half (½) interest, and GARY LEONARD, an unmarried man, as to an undivided one-half (½) interest, as Beneficiaries;

WITNESSETH:

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:

PARCEL 1

TOWNSHIP NORTH, RANGE 53 EAST, MDB&M.

Section 24: 1/4 4, 5, W ½ NE ¼

EXCEPTING HEREFROM all the oil and gas in and under said land, reserved by the United States of America, in Patent recorded May 21, 1973, in Book 45, Page 386, Official Records, Eureka County, Nevada.

PARCEL 2

TOWNSHIP NORTH, RANGE 53 EAST, MDB&M.

Section 24: 1/4 SE ¼; SE ¼ SW ¼

SUBJECT to exceptions, reservations, restrictions, restrictive covenants, assessments, rights and rights of way of record, in connection with either or both the above parcels.

002/2204

TOGETHER with any and all buildings and improvements situate on either or both of the above parcels.

TOGETHER with all BLM and National Forest range and grazing right permits and privileged range water and range watering rights of every name, nature, kind and description appurtenant to and used in connection with the above described property.

TOGETHER with Water Permits Nos. 22449, 22450, 28284, 17226 and all other 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 any part thereof, for irrigation, stockwater and domestic or any other use.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or pertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, in connection with either or both of the above parcels.

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 even date herewith, for the principal sum of \$125,000.00, bearing interest from the date thereof, the rate of 5% per annum, said principal sum and interest being payable in semi-annual installments, as more specifically set forth in said Note; said Note being executed by the Trustor herein to said Beneficiaries and payable at Eureka, Nevada, or wherever else said Beneficiaries in writing signate. 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 Trustor, or advance for 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 Beneficiaries under the provisions of this Deed of Trust.

The Trustor hereby covenants and agrees:

1. The Trust promises and agrees to properly care for and keep the property herein described, including anences, buildings and other improvements thereon, in at least as good a condition of repair and intenance as the same now are, subject to normal wear and tear, and to care for, protect and mitain any and all buildings situate thereon, and to otherwise protect and maintain said premises d not to commit nor permit any waste or deterioration thereof. The Trustor may make such alteratis or improvements as they may desire on said premises, so long as they do not lessen the valuẽ said property, and the Trustor shall pay, when due, all claims for labor performed or material fished thereon.

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

3. The Trustcovenants, warrants and represents that, except as hereinafter set forth, the title conveyed is a simple absolute title, free and clear of all encumbrances; that he will forever warrant and rend the title to the premises above mentioned to the Trustee and Beneficiaries and their scessors and assigns, against all lawful claims and demands of all persons whomsoever.

4. It is underod that this Deed of Trust is second and subordinate to a prior Deed of Trust dated August 12, 85, executed by Stephen A. Auch and Sharon F. Auch, husband and wife, and Gary G. Leonard, unmarried man, as Trustors, to Frontier Title Company, as Trustee, to secure an indebtednesf \$76,000.00 in favor of Edward A. Melka and Helen Melka, aka Helen S. Melka, husband and wi Beneficiaries, as evidenced by a Promissory Note of even date therewith. Said prior Deed of Trus as recorded on August 29, 1985, in Book,138 of Official Records, at Page 258, Document No. 1071, in the Eureka County Recorder's Office, Eureka, Nevada.

The unpairalance of said prior Note as of January 18, 2001, was \$29,605.46, which the Beneficiaries hereirave agreed to pay in semi-annual installments of not less than \$3,866.79, every June and Decemr, including interest at the rate of 8% per annum. Said prior Deed of Trust has been placed in an itallment collection account at Weststar, 3200 North Central Avenue, Suite

1400, Phoenix, Arizona 85001, where said semi-annual payments are being made. Should the Beneficiaries herein default in any of the payments on the prior Note, the Trustor herein may make said delinquent payments and all payments so made shall be credited to the Note secured by this Deed of Trust. Should the Trustor herein prepay the Note secured by this Deed of Trust, the Beneficiaries herein shall also repay the prior Note in a proportionate amount.

Should the Trustor be in default under the terms of the Note secured hereby, and if Beneficiaries consequently incur any penalties, charges or other expenses on account of the prior Note or prior Deed of Trust during the period of such default, then the amount of such penalties, charges and expenses shall be immediately added to the principal amount of the Note secured hereby and shall be immediately payable by Trustor to Beneficiaries.

Any demand hereunder delivered by Beneficiaries to Trustee for the foreclosure of the lien of this All-Inclusive Deed of Trust may be not more than the sum of the following amounts: (a) the equity of the Beneficiaries in the Note secured hereby, being the difference between the then unpaid balance on the Note on the date of such foreclosure sale and the then unpaid balance of the prior Note as of the date of such foreclosure sale; plus (b) the aggregate of all amounts theretofore paid by Beneficiaries pursuant to the terms of this All-Inclusive Deed of Trust prior to the date of such foreclosure sale, including taxes and assessments, insurance premiums, delinquency charges, foreclosure costs, and any other sum advanced by Beneficiaries pursuant to the terms of this All-Inclusive Deed of Trust to the extent the same were not previously repaid by Trustor to the Beneficiaries; plus (c) the costs of foreclosure together with attorney's fees and costs incurred by Beneficiaries in enforcing this All-Inclusive Deed of Trust or the Note secured hereby is permitted by law.

Notwithstanding any provision to the contrary herein contained, Beneficiaries agree that, in the event of a foreclosure of this All-Inclusive Deed of Trust, Beneficiaries may, at the Trustee's sale, credit an amount not exceeding the amount representing the total amount then due under the Note secured hereby plus any advances or other disbursements which Beneficiaries

may, by law, be permitted to include in the bid, less the then actual total balance due upon the prior Note secured by the prior Deed of Trust having priority over this All-Inclusive Deed of Trust and encumbering the above-described real property or any portion thereof. The Trustee may rely on any statements received from Beneficiaries as to the unpaid total balance, advances or disbursements; and such statements shall be deemed binding and conclusive as between Beneficiaries and Trustor, on the one hand, and Trustee, on the other hand, to the extent of such reliance.

5. The following covenants, Nos. 1, 2(\$ \_\_\_\_\_), 3, 4(5%), 5, 6, 7(Reasonable), 8 and 9 Section 107.030 NRS are hereby adopted and made a part of this Deed of Trust.

6. The reconveyance of this Deed of Trust shall be at the cost and expense of the Trustor, or such other persons titled to reconveyance.

7. 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 Trustor made previously to such payment in any of the covenants or agreements to be made, kept and performed by the Trustor herein provided.

8. The Trustor hereby covenants and agrees 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.


9. 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 Trustor, Grantor, 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 Trustor or Grantor 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.

10. Said Trustor agrees that the said Trustee, or its successors in interest, shall not incur any liability on account 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, receipt, consent or other paper or document believed to be genuine and signed by the proper parties.

11. In the event Trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, shall be divested of his title or any interest therein in any manner or way, whether voluntary or involuntary, without the written consent of the Beneficiaries being first had and obtained, Beneficiaries shall have the right, at their option, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any Note evidencing the same, immediately due and payable; and if such occurs within the first ten (10) years from the date hereof, said payment in full shall be together with the \$20,000.00 pre-payment penalty referred to in the Promissory Note secured hereby.

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

  
CHAD BLISS

STATE OF NEVADA )  
COUNTY OF EUREKA ) SS.

This instrument was acknowledged before me on 3-7-01, 2001, by CHAD BLISS.



Vickie Buanan  
NOTARY PUBLIC

Trustor's Address:  
P.O. Box 585  
Eureka, Nevada 893

Beneficiaries' Address:

BOOK 340 PAGE 496  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
Stewart Little  
01 MAR 20 AM 9:22  
EUREKA COUNTY, NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. FEES 13<sup>00</sup>

**176374**