28500x

RECORDATION REQUESTED BY NEVADA STATE BANK EUREKA 91 N MAIN STREET EUREKA, NV 89316

WHEN RECORDED MAIL TO:

Recorded Documents
Loan Servicing
P. O. Box 1507
Salt Lake City, UT 84110-1507

SEND TAX NOTICES TO:

RICHARO P BAKER MARIANA TITUS 112 N SOLEDAD ST SANTA BARBARA, CA 93103

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST is dated rch 5, 2002, among RICHARD P BAKER and MARIANA TITUS, HUSBAND AND WIFE AS JOINT TENANTS ("Gror"); NEVADA STATE BANK, whose address is EUREKA, 91 N MAIN STREET, EUREKA, NV 89316 (referred below sometimes as "Lender" and sometimes as "Beneficiary"); and Stewart Title, whose address is 810 IDA: STREET, ELKO, NV 89801 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuationsideration, Grantor irrevocably grants, bargains, sells and conveys to Trustee with power of sale for the benefit of Lender as Beneficiary if Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affi buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including ik in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitar all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in EUREKA County, State of Nevaci

THE LAND REFERRED TO REIN IS SITUATED IN THE STATE OF NEVADA, COUNTY OF EUREKA, DESCRIBED AS FOLLOWS:

LOT 21, 22, 23, 24, 25 AN26, IN BLOCK 77, OF THE TOWN OF EUREKA, STATE OF NEVADA, AS THE SAME APPEARS ON THE FICIAL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER, EUREKA COUNTY, STATE OF NEVAD

EXCEPTING THEREFROM A URANIUM, THORIUM, OR ANY OTHER MATERIALS WHICH IS OR MAY BE DETERMINED TO BE PECIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMBICIAL VALUE RESERVED BY THE UNITED STATES OF AMERICA, BY PATENT RECORDED DECEMBER 19, 17, IN BOOK 23, PAGE 226, DEED RECORDS, EUREKA COUNTY, NEVADA.

LOAN #0180405100040016

The Real Property or its address commonly known as 450 N O NEIL AVE, EUREKA, NV 89316. The Real Property tax identification number 001-032-02

Grantor presently, absolutely, and irrevox assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future less of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the sonal Property.

THIS DEED OF TRUST, INCLUDING THE JIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTIESS INCLUDING FUTURE ADVANCES AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCLNTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Excep otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and I strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

STATUTORY COVENANTS. The followis tatutory Covenants are hereby adopted and made a part of this Deed of Trust: Covenants Nos. 1, 3, 4, 5, 6, 7, 8 and 9 of N.R.S. 107.00 The rate of interest default for Covenant No. 4 shall be the same variable rate as prior to default. The percent of counsel fees under Cover No. 7 shall be ten percent(10%). Except for Covenants Nos. 6, 7, and 8, to the extent any terms of this Deed of Trust are inconsistent withe Statutory Covenants the terms of this Deed of Trust shall control. Covenants 6, 7, and 8 shall control over the express terms of any incistent terms of this Deed of Trust.

POSSESSION AND MAINTENANCE OF TPROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by

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the following provisions:

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Possession and Use. Until the occure of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Propertyd (3) collect the Rents from the Property.

DEED OF TRUST

(Continued)

Duty to Maintain. Grantor shall main the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Lax Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use reration, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under out or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclose and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufact storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any rowners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such ters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, not or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, andal laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to it upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance he Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and a not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hay (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cup or other co

Nuisance, Waste. Grantor shall not se, conduct or permit any uisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Prty. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber nerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor all not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the remi of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Imprements of at least equal value.

Lender's Right to Enter. Lender and der's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust

Compliance with Governmental Requents. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental author applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and willd compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequationity or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees her to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, the from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. der may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, withounder's prior written consent, of all or any part of the Real Property, or any interest in the Real Property or any mobile home or manufacid home located on the property whether or not it is legally a part of the real property. A "sale or transfer" means the conveyance of Reapperty or any right, title or interest, in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years se-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is hibited by federal law or by Nevada law.

TAXES AND LIENS. The following proving relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and imposite levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furned to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this U of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may would payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lendemerest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) dayter the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or quested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount bicient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale or the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall n demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall

authorize the appropriate governme official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shotify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Forty, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantvill upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such inversents.

PROPERTY DAMAGE INSURANCE. The twing provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor of procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insite value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with tandard mortgagee clause in favor of Lender, together with such other hazard and liability insurance as Lender may reasonably require. cies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies sonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of irance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10% prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender with be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an areasignated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and nation Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special floadard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximpolicy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the tof the loan.

Application of Proceeds. Grantor it promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$500,00. Ler may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaire ender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Interdness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceed- estoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Ler shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or retain if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after the ceipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Ler under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indetness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interestay appear.

Unexpired Insurance at Sale. Any spired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Deed of Trust at any trustee's or other sale held under the provisions of this Deed of Trust, or at any foreclosure sale of such Property.

Compliance with Existing Indebtedn. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained be instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Deed of Truto the extent compliance with the terms of this Deed of Trust would constitute a duplication of insurance requirement. If any proces from the insurance become payable on loss, the provisions in this Deed of Trust for division of proceeds shall apply only to that por of the proceeds not payable to the holder of the Existing Indebtedness.

LENDER'S EXPENDITURES. If Grantor f. (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on Property, (C) to make repairs to the Property or to comply with any obligation to maintain Existing Indebtedness in good standing as required below, then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, in Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests if expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred mid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, w.(4) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payment become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as alloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. The ts provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of antifault. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would a had.

WARRANTY; DEFENSE OF TITLE. The tiving provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Gor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, anythority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the excon in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. The event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor wats that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governtal authorities.

Survival of Promises. All promises elements, and statements Grantor has made in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, since continuing in nature and shall remain in full force and effect until such time as Grantor's Indebtedness is paid in full.

EXISTING INDEBTEDNESS. The following visions concerning Existing Indebtedness prost part of this Deed of Trust:

Existing Lien. The lien of this Deed rust securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evident such indebtedness, or any default under any security documents for such indebtedness.

No Modification. Grantor shall not are into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Deed offst by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall ner request nor accept any future advances under any such security agreement without the prior written consent of Lender.

CONDEMNATION. The following provise elating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in demnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary totand the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participat the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be deliverer Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all my part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, her may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or mation of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attrys' fees incurred by Trustee or Lender in connection with the condemnation. Grantor waives any legal or equitable interest in the net feeds and any right to require any apportionment of the net proceeds of the award. Grantor agrees that Lender is entitled to apply the add in accordance with this paragraph without demonstrating that its security has been impaired.

IMPOSITION OF TAXES, FEES AND CHAES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed rust:

Current Taxes, Fees and Charges. In request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requed by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described rw, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, 3, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitutives to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness section by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtess secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to will this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Det, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pithe tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lendash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING SYMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrume shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of scured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request bonder, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lens security interest in the Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at, time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. U default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any sonal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it explicate to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may totained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-INCT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to derive to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at a times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, saty agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents asy, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor bligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this D of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matereferred to in this paragraph.

Attorney-in-Fact. If Grantor fails to any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, deling, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters reed to in the preceding paragraph.

EVENTS OF DEFAULT. At Lender's opticirantor will be in default under this Deed of Trust if any of the following happen:

Payment Default. Grantor fails to many payment when due under the Indebtedness.

Break Other Promises. Grantor bis any promise made to Lender or fails to perform promptly at the time and strictly in the manner provided in this Deed of Trust or in agreement related to this Deed of Trust.

Compliance Default. Failure to com with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to rent filling of or to effect discharge of any lien.

Default in Favor of Third Parties. Ould Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indidness or perform their respective obligations under this Deed of Trust or any of the Related Documents

Default on Subordinate Indebtedn. Default by Grantor under any subordinate obligation or instrument securing any subordinate obligation or commencement of any: or other action to foreclose any subordinate lien on the Property.

False Statements. Any representation statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false colleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This D of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a 4 and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of ntor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of credit any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Gran

Taking of the Property. Any credite governmental agency tries to take any of the Property or any other of Grantor's property in which Lender has a lien. This includes tall of, garnishing of or levying on Grantor's accounts with Lender. However, if Grantor disputes in good faith whether the claim on with taking of the Property is based is valid or reasonable, and if Grantor gives Lender written notice of the claim and furnishes Lender a monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

Events Affecting Guarantor. Any no preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of the Indebtedness or any grantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability ur, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the gustor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing, cure any Event of Default.

Existing Indebtedness. The paymed any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the promissory note evicing such indebtedness, or a default occurs under the instrument securing such indebtedness and is not cured during any applicable grazariod in such instrument, or any suit or other action is commenced to foreclose any existing lien on the Property.

RIGHTS AND REMEDIES ON DEFAULT. In Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the followinghts and remedies:

Election of Remedies. All of Lend rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Deef Trust, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exse Lender's remedies.

Accelerate Indebtedness. Lender s have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any preprient penalty which Grantor would be required to pay.

Foreclosure. With respect to all cry part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to force by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

UCC Remedies. With respect to all any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Cod

Collect Rents. Lender shall have tright, without notice to Grantor to take possession of and manage the Property, and, whether or not Lender takes possession, collect thents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In herance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Ler. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instrums received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or nony proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or throw receiver.

Appoint Receiver. Lender shall have right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve thorperty, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, cland above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender 3ht to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substal amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor rains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the dem of Lender.

Other Remedies. Trustee or Lender I have any other right or remedy provided in this Deed of Trust or the Note or by law.

Notice of Sale. Lender shall give Gor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or otherended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before time of the sale or disposition. Notices given by Lender or Trustee under the real property foreclosure proceedings shall be deal reasonable. Any sale of Personal Property may be made in conjunction with any sale of the Real

Sale of the Property. To the extentinitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies. Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender sine entitled to bid at any public sale on all or any portion of the Property. The power of sale under this Deed of Trust shall not be existed by any one or more sales (or attempts to sell) as to all or any portion of the Real Property remaining unsold, but shall continunimpaired until all of the Real Property has been sold by exercise of the power of sale and all Indebtedness has been paid in full.

Attorneys' Fees; Expenses. If Lendistitutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court mudjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not phited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interes the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under licable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expen for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-juvent collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in attin to all other sums provided by law. Fees and expenses shall include attorneys' fees that Lender, Trustee, or both incur, if either or h are made parties to any action to enjoin foreclosure or to any legal proceeding that Grantor institutes. The fees and expenses accured by this Deed of Trust and are recoverable from the Property.

Rights of Trustee. Trustee shall have of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUS. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Propertion the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedicated streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join ity subordination or other agreement affecting this Deed of Trust or the interest of Lender under this

Obligations to Notify. Trustee shall be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantuender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee

Trustee. Trustee shall meet all quantions required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any partitle Property, the Trustee shall have the right to foreclose by notice and sale, and Lender will have the right to foreclose by judicial foreure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lend option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument exert and acknowledged by Lender and recorded in the office of the recorder of EUREKA County, State of Nevada. The successor trustee, rout conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and Implicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

MISCELLANEOUS PROVISIONS. The foling miscellaneous provisions are a part of this Deed of Trust:

Amendments. What is written in tibeed of Trust and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Deed otist. To be effective, any change or amendment to this Deed of Trust must be in writing and must be signed by whoever will be bound bligated by the change or amendment.

- ARBITRATION IS FINAL AND BING ON THE PARTIES AND SUBJECT TO ONLY VERY LIMITED REVIEW BY A COURT
- IN ARBITRATION THE PARTIES : WAIVING THEIR RIGHT TO LITIGATE IN COURT, INCLUDING THEIR RIGHT TO A JURY TRIAL. DISCOVERY IN ARBITRATION IORE LIMITED THAN DISCOVERY IN COURT.
- 3.
- ARBITRATION ISORE LIMITED THAN DISCOVERY IN COOKT.

 ARBITRATORS ARE NOT REQUE TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING IN THEIR AWARDS. THE RIGHT TO APPEAL OR SEEK MODIFICATIOF ARBITRATORS' RULINGS IS VERY LIMITED.

 A PANEL OF ARBITRATORS MICINCLUDE AN ARBITRATOR WHO IS OR WAS AFFILIATED WITH THE BANKING INDUSTRY.

 ARBITRATION WILL APPLY TO DISPUTES BETWEEN THE PARTIES, NOT JUST THOSE CONCERNING THE AGREEMENT.
- IF YOU HAVE QUESTIONS ABCARBITRATION, CONSULT YOUR ATTORNEY OR THE AMERICAN ARBITRATION ASSOCIATION.
- (a) Any claim or controversy ("Disp.) between or among the parties and their employees, agents, affiliates, and assigns, including, but not limited to, Disputes arising of or relating to this agreement, this arbitration provision ("arbitration clause"), or any related agreements or instruments relating to or delivered in connection herewith ("Related Agreements"), and including, but not limited to, a Dispute based on or arising from an jed tort, shall at the request of any party be resolved by binding arbitration in accordance with the applicable arbitration rules of the Aican Arbitration Association (the "Administrator"). The provisions of this arbitration clause shall survive any termination, amendment expiration of this agreement or Related Agreements. The provisions of this arbitration clause shall supersede any prior arbitration agreest between or among the parties.
- b) The arbitration proceedings shall conducted in a city mutually agreed by the parties. Absent such an agreement, arbitration will be conducted in Las Vegas, Nevada or higher place as may be determined by the Administrator. The Administrator and the arbitrator(s) shall have the authority to the ex practicable to take any action to require the arbitration proceeding to be completed and the arbitrator(s)' award issued within 15ays of the filing of the Dispute with the Administrator. The arbitrator(s) shall have the authority to impose sanctions on any party that's to comply with time periods imposed by the Administrator or the arbitrator(s), including the sanction of summarily dismissing an spute or defense with prejudice. The arbitrator(s) shall have the authority to resolve any Dispute regarding the terms of this agreem, this arbitration clause, or Related Agreements, including any claim or controversy regarding the

arbitrability of any Dispute. All limins periods applicable to any Dispute or defense, whether by statute or agreement, shall apply to any arbitration proceeding hereunder arbe arbitrator(s) shall have the authority to decide whether any Dispute or defense is barred by a limitations period and, if so, to sunrily enter an award dismissing any Dispute or defense on that basis. The doctrines of compulsory counterclaim, res judicata, and coral estoppel shall apply to any arbitration proceeding hereunder so that a party must state as a counterclaim in the arbitration procing any claim or controversy which arises out of the transaction or occurrence that is the subject matter of the Dispute. The arbitr(s) may in the arbitrator(s)' discretion and at the request of any party: (1) consolidate in a single arbitration proceeding any other clarising out of the same transaction involving another party to that transaction that is bound by an arbitration clause with Lender, such borrowers, guarantors, sureties, and owners of collateral; and (2) consolidate or administer multiple arbitration claims or controversies a class action in accordance with Rule 23 of the Federal Rules of Civil Procedure.

(c) The arbitrator(s) shall be selected accordance with the rules of the Administrator from panels maintained by the Administrator. A single arbitrator shall have experting the subject matter of the Dispute. Where three arbitrators conduct an arbitration proceeding, the Dispute shall be decided by a maje vote of the three arbitrators, at least one of whom must have expertise in the subject matter of the Dispute and at least one of whom it be a practicing attorney. The arbitrator(s) shall award to the prevailing party recovery of all costs and fees (including attorneys' fees) costs, arbitration administration fees and costs, and arbitrator(s)' fees). The arbitrator(s), either during the pendency of the arbitra proceeding or as part of the arbitration award, also may grant provisional or ancillary remedies including but not limited to an award injunctive relief, foreclosure, sequestration, attachment, replevin, garnishment, or the appointment of a receiver.

(d) Judgement upon an arbitration and may be entered in any court having jurisdiction, subject to the following limitation: the arbitration award is binding upon the parties on the amount does not exceed Four Million Dollars (\$4,000,000.00); if the award exceeds that limit, either party may demand the right report trial. Such a demand must be filed with the Administrator within thirty (30) days following the date of the arbitration award; if such demand is not made with that time period, the amount of the arbitration award shall be binding. The computation of the total amount an arbitration award shall include amounts awarded for attorneys' fees and costs, arbitration administration fees and costs, and trator(s)' fees.

(e) No provision of this arbitration ise, nor the exercise of any rights hereunder, shall limit the right of any party to: (1) judicially or non-judicially foreclose against any or personal property collateral or other security; (2) exercise self-help remedies, including but not limited to repossession and setoff its; or (3) obtain from a court having jurisdiction thereover any provisional or ancillary remedies including but not limited to injunctivitief, foreclosure, sequestration, attachment, replevin, garnishment, or the appointment of a receiver. Such rights can be exercised at any o, before or after initiation of an arbitration proceeding, except to the extent such action is contrary to the arbitration award. The exercise of such rights shall not constitute a waiver of the right to submit any Dispute to arbitration, and any claim or controversy related to the roise of such rights shall be a Dispute to be resolved under the provisions of this arbitration clause. Any party may initiate arbitration is the Administrator. If any party desires to arbitrate a Dispute asserted against such party in a complaint, counterclaim, cross-claim third-party complaint thereto, or in an answer or other reply to any such pleading, such party must make an appropriate motion to the court seeking to compel arbitration, which motion must be filled with the court within 45 days of service of the pleading, or amendm thereto, setting forth such Dispute. If arbitration is compelled after commencement of litigation of a Dispute, the party obtaining an ordinary partitration shall commence arbitration and pay the Administrator's filing fees and costs within 45 days of entry of such or Failure to do so shall constitute an agreement to proceed with litigation and waiver of the right to arbitrate. In any arbitration commend by a consumer regarding a consumer Dispute, Lender shall pay one half of the Administrator's filing fee, up to \$250.

(f) Notwithstanding the applicability any other law to this agreement, the arbitration clause, or Related Agreements between or among the parties, the Federal Arbitration. 9 U.S.C. Section 1 et seq., shall apply to the construction and interpretation of this arbitration clause. If any provision of this arbitration clause should be determined to be unenforceable, all other provisions of this arbitration clause shall remain in full force and effect.

Caption Headings. Caption heading this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust

Merger. There shall be no merger ne interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit onder in any capacity, without the written consent of Lender.

Governing Law. This Deed of Truvill be governed by and interpreted in accordance with federal law and the laws of the State of Nevada. This Deed of Trust has beaccepted by Lender in the State of Nevada.

Joint and Several Liability. All oblights of Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor. This ins that each Grantor signing below is responsible for all obligations in this Deed of Trust.

No Waiver by Lender. Grantor undends Lender will not give up any of Lender's rights under this Deed of Trust unless Lender does so in writing. The fact that Lender delay omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender ints, that does not mean Grantor will not have to comply with the other provisions of this Deed of Trust. Grantor also understands the Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happergain. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lenderd be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of conor.

Severability. If a court finds that an ovision of this Deed of Trust is not valid or should not be enforced, that fact by itself will not mean that the rest of this Deed of Trust not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Deed of Trust even if a provision of this Dee. Frust may be found to be invalid or unenforceable.

Successors and Assigns. Subject to limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit he parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without ice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearanc extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of tissence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Gor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Nevada as to all Indebtedness sers by this Deed of Trust.

BOOK 346 PAGE 273

Loan No: 01804051000400166

DEED OF TRUST (Continued)

DEFINITIONS. The following words shall be the following meanings when used in this Deed of Trust:

Beneficiary. The word "Beneficiary" ins NEVADA STATE BANK, and its successors and assigns.

Borrower. The word "Borrower" ms RICHARD P BAKER and MARIANA TITUS, and all other persons and entities signing the Note.

Deed of Trust. The words "Deed of st" mean this Deed of Trust among Grantor, Lender, and Trustee.

Environmental Laws. The words ironmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human-lith or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of '0, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L.: 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recry Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant therei-

Event of Default. The words "Even Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Existing Indebtedness. The words hing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Deed of Trust.

Grantor. The word "Grantor" meanCHARD P BAKER and MARIANA TITUS.

Guaranty. The word "Guaranty" and the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all ort of the Note.

Hazardous Substances. The word-iazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteris; may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, rosed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very adest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fron thereof and asbestos.

Improvements. The word "Improvents" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, recements and other construction on the Real Property.

Indebtedness. The word "Indebteds" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amount pended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's oblights under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means VADA STATE BANK, its successors and assigns. The words "successors or assigns" mean any person or company that acquires anterest in the Note.

Note. The word "Note" means the hissory note dated March 5, 2002. in the original principal amount of \$30,600.00 from Grantor to Lender, together with anewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Paral Property" mean all equipment, fixtures, mobile homes, manufactured homes or modular homes which have not been legally acceded the real property in accordance with Nevada law, and other articles of personal property now or hereafter owned by Grantor, and i or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds cerniums) from any sale or other disposition of the Property.

Property. The word "Property" mescollectively the Real Property and the Personal Property

Real Property. The words "Real Proy" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words 'ited Documents' mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whethew or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means assent and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" me Stewart Title, whose address is 810 IDAHO STREET, ELKO, NV 89801 and any substitute or successor trustees.

MARIANA TITUS, I

EACH GRANTOR ACKNOWLEDGES HAG READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

RICHARD P BAKER, Individually

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STATE OF CALIFORN COUNTY OF SANTA IRBARA

On March 5, 200, before me, STACY K. LERETTE, Notary Public,
personally appeared Rihard P. Baker and
- Mariana Titio
personally known to me proved on the basis of satisfactory evidence to be the
person (s) whose name (see subscribed to the within instrument and
acknowledged to me thate she they executed the same in his her their
authorized capacity (ies). Id that by his her their signature (s) on the instrument
the person (s) or the entitipon behalf of which the person (s) acted, executed the
instrument.
WITNESS my hand and cicial seal. STACY K. LERETTE Commission # 1227997 Notary Public — Californic Sonta Barbara County My Comm. Expires Aug 2, 2
Signature Statut Guella
STACY K. LERETTE Commission # 1227997 Notary Public — California Santa Barbara County My Comm. Expires Aug 2, 2003
Title of document Ded of Total BOOK 346 PAGE 267
Date of document 3.502 No. of pages 8 02 MAR - 8 AM 10: 50
Other signatures not acknyledged NONE SURENA COUNTY NEVADA N.M. REBALEATI, RECORDER FILE NO FEES 23