

178238

APN 002-018-16

DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT, made this 27<sup>th</sup> day of June, 20, by and between RICHARD B. KURTZ, a single man, as Trustor, and STEWART TITLE OF NORTHEASTERN NEVADA, a Nevada Corporation, as Trustee, and DAVE ROWE and CARELON ROWE, husband and wife, as joint tenants with right of survivorship, 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 and personal property situated in the County of Eureka, State of Nevada, more particularly described as follows:

Lots 6 and 23, Block 20, of CRESCENT VALLEY RANCH & FARMS UNIT NO. 1, as per map recorded in the Office of the County Recorder of Eureka County, Nevada, as FNo. 34081.

EXCEPTING THEREFROM, all petroleum, oil, natural gas and products derived therefrom, with or underlying said land or that may be produced therefrom, and all rights therein, as reserved by SOUTHERN PACIFIC LAND COMPANY in Deed to H. J. BUCHENAU and ELSIE BUCHENAU, recorded September 24, 1951, in Book of Deeds at Page 168, Eureka County, Nevada.

SUBJECT to exceptions, reservations, restrictions, restrictive covenants, assessments, easements, rights and rights of way of record.

TOGETHER with any and all buildings and improvements situate thereon.

TOGETHER with a certain 1972 Solitaire Mobile Home, 70' x 14', Serial No. FKD1474W22, and all accessories and attachments thereto.

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

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ROSS P. EARDLEY

ATTORNEY AT LAW  
469 IDAHO STREET  
ELKO, NEVADA 89801

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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 \$13,000.00, bearing interest from the date thereof, at the rate of 9% per annum, said principal sum and interest being payable in monthly installments, more specifically set forth in said Note; said Note being executed by the Trustor herein to the said Beneficiaries and payable in care of Stewart Title of Northeastern Nevada, 810 Idaho Street, Elko Nevada 89801, 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 and Security Agreement 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 his account, even though the said loan or advance may be secured by other mortgage or Deed of Trust and/or Security Agreement, 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, advanced, by the Trustee, or by the Beneficiaries, under the provisions of this Deed of Trust and Security Agreement.

The Trustor hereby covenants and agrees:

1. The Trustor promises and agrees to properly care for and keep the property herein described, including the Mobile Home and any 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 situated thereon, and to otherwise protect and maintain said premises and not to commit nor permit any waste or deterioration thereof. The Trustor may make such alterations or improvements as he may desire on said premises, so long as they do not lessen the value of said property, and the Trustor 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 on said premises and inspect the same.

3. The Trustor covenants, warrants and represents that the title conveyed is a fee simple absolute title, free and clear of all encumbrances; that he 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(\$ \_\_\_\_\_), 3, 4(9%), 5, 6, 7(Reasonable), 8 and 9 of Section 07.030 NRS are hereby adopted and made a part of this Deed of Trust and Security Agreement.

5. The reconveyance of this Deed of Trust and Security Agreement shall be at the cost and expense of the Trustor, 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 Trustor made previously to such payment in any of the covenants or agreements to be made, kept and performed by the Trustor herein provided.

7. 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 and Security Agreement, nor shall this Deed of Trust and Security Agreement, nor its satisfaction, nor a reconveyance made hereunder, operate as a waiver of any 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 Trustor, Grantor, Trustee or Beneficiaries, as used in this instrument, and any pronoun referring therein, 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 and Security Agreement 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 and Security Agreement.

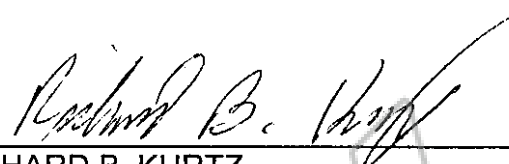
9. Said Trust agrees that the said Trustee, or its successors in interest, shall not incur any liability on account of any act done, or omitted to be done, in good faith, under the provisions of this Deed of Trust and Security Agreement, and that said Trustee shall be fully protected in acting upon any statement, report, order, notice, request, consent or other paper or document believed to be genuine and signed by the proper parties.

10. The Trust, so long as there is any balance owing in connection with this Deed of Trust and Security Agreement, 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 Trustor without the Beneficiaries' prior written consent, the Beneficiaries may, at their option, declare all sums secured by this Deed of Trust and Security Agreement to be immediately due and payable.

11. To the extent that this Deed of Trust includes personal property, it shall be deemed a Security Agreement and in the event of default, the Beneficiaries shall have all remedies pertaining thereto, including such remedies as are provided in the Uniform Commercial Code of the State of Nevada, and may proceed as to both real and personal property in accordance with the rights and remedies in respect to real property and/or may proceed in any other manner or exercise any other remedy provided by law and/or the Uniform Commercial Code pertaining to said personal property. In so far as this document is deemed a financing statement, it covers the 1972 Solitaire

Mobile Home on the abe described real property and all appurtenances thereto; and the Trustor herein is the record owr of said real property.

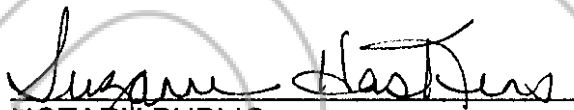
IN WITNESS HEREOF, the said Trustor has executed these presents the day and year first above written.

  
RICHARD B. KURTZ

STATE OF NEVADA )  
COUNTY OF Elko ) SS.

This instrumt was acknowledged before me on June 10, 2002, by  
RICHARD B. KURTZ.



  
NOTARY PUBLIC

Trustor's Address:  
HC 62 Box 270  
Eureka, Nevada 893

Beneficiaries' Address:  
5900 Feedlot Road  
Winnemucca, NV 89445

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OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
Stewart Title  
02 JUN 27 PM 1:25

EUREKA COUNTY, NEVADA  
H.N. REBALEATI, RECORDER  
FILE NO. FEES 18.00

**178238**

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