

DOC # 0217838

07/25/2011

02:29 PM

Official Record

Recording requested By  
MAUPIN, COX & LECOY

Eureka County - NV

Mike Rebaleati - Recorder

Fee \$23.00

Page 1 of 10

RPTT:

Recorded By LLH

Book- 517 Page- 0338

APN: 007-200-57

After recording, return Deed of Trust  
to the following address:

Suzanne Plaskett  
1813 San Jose Court  
Reno, NV 89521



0217838

The undersigned hereby affirms that this document submitted  
for recording does not contain the social security number of any  
person or persons per N.R.S. 239B.030.

*Fred L. Oats*  
Signature of Declarant or Agent

**PURCHASE MONEY DEED OF TRUST  
WITH ASSIGNMENT OF RENTS**

This Purchase Money Deed of Trust with Assignment of Rents is executed by Martin L. Plaskett, a married man as his sole and separate property, as Trustor, to Jack Hanifan, Esq., as Trustee, for the benefit of Suzanne Plaskett, an unmarried woman, as Beneficiary.

1

**CONVEYANCE AND PROPERTY DESCRIPTION**

Trustor, in consideration of the indebtedness referred to below, irrevocably grants, conveys, and assigns to Trustee, in trust, with power of sale, the real property located in the County of Eureka, State of Nevada, more particularly described as follows:

Township 21 North, Range 53 East, MDB&M

Section 15: S ½

TOGETHER WITH all improvements situate thereon.

TOGETHER WITH all water, water rights, rights to the use of water, dams, ditches, canals, pipelines, reservoirs, wells and all other means for the diversion or use of water appurtenant to the real property, or any part thereof, or used or enjoyed in connection therewith, and together with all stockwatering rights used or enjoyed in connection with the use of any of said lands, including but not limited to Water Permit Nos. 21843 and 21426.

together with the following:

A. All right, title, and interest which Trustor now has or may hereafter acquire to such property; all easements and rights-of-way appurtenant to such property; all water and water rights

and shares of stock pertaining to such water and water rights, ownership of which affects such property; all minerals, oil, gas, and other hydrocarbon substances and rights thereto in, on, under, or upon such property, and all royalties and profits from any such rights or shares of stock; and any other tenements, hereditaments, and appurtenances of the above-described property;

B. Any and all buildings, structures, and other improvements and any and all accessions, additions, replacements, substitutions, or alterations thereof or appurtenances thereto, now or at any time hereafter situated, placed, or constructed on the above-described real property ("Improvements");

C. All right, title, and interest of Trustor in and to all materials, supplies, equipment, apparatus, and other items now or hereafter attached to or installed on or in the above-described real property, or which in some fashion are deemed to be fixtures under the laws of the State of Nevada, including the Nevada Uniform Commercial Code ("Fixtures"); and

D. All of Trustor's right, title, and interest in and to any award, remuneration, settlement, or compensation heretofore made or hereafter to be made by any governmental entity to Trustor, including those for any vacation of, or a change of grade in, any streets affecting the above-described Real Property.

All of the above-described property is hereinafter referred to collectively as the "Real Property."

## II

### OBLIGATIONS SECURED

This Deed of Trust secures the following obligations of Trustor to Beneficiary:

A. Payment of the indebtedness evidenced by a Purchase Money Promissory Note Secured by Deed of Trust of the same date as this Deed of Trust in the principal sum of Five Hundred Fifty Thousand Dollars (\$550,000.00), bearing interest at the initial rate of three and one-quarter percent (3 1/4%) per annum, with adjustments after the first five (5) years as expressed in that Promissory Note, payable to the order of Beneficiary, together with all modifications, extensions, and renewals of the Promissory Note (the "Note");

B. Payment of such additional sums, with interest thereon:

1. As may hereafter be loaned by Beneficiary to Trustor or the then record owner of the Real Property when evidenced by a Promissory Note reciting that it is secured by this Deed of Trust;

2. As may be incurred, paid, or advanced by Beneficiary, or as may otherwise be due to Trustee or Beneficiary, under any provision of the Note, this Deed of Trust, and any modification, extension, or renewal of this Deed of Trust; and

3. As may otherwise be paid or advanced by Beneficiary as reasonably necessary to protect the security or priority of this Deed of Trust.

C. The performance of each obligation, covenant, and agreement of Trustor contained in the Note and this Deed of Trust.

### III

#### ASSIGNMENT OF RENTS AND PROFITS

Trustor further irrevocably grants, transfers, and assigns to Beneficiary the rents, income, issues, and profits from the Real Property, absolutely and unconditionally, and not merely as additional security for the indebtedness secured by this Deed of Trust. Prior to the occurrence of an event of default under this Deed of Trust, Trustor reserves to itself the right to collect and retain the rents, income, issues, and profits of the Real Property as they become due and payable. In the event of a default under the Promissory Note or this Deed of Trust, Beneficiary shall have the right, with or without taking possession of the Real Property, to collect all rents, issues, royalties, and profits, and shall be entitled either personally or by attorney or agent, without bringing any action or proceeding, or by a receiver to be appointed by the court, to enter into possession, and hold, occupy, possess, and enjoy the Real Property, make, cancel, enforce, and modify leases, obtain and eject tenants, and set and modify rents and terms of rent. Beneficiary shall have the further right to sue, and to take, receive, and collect all or any part of the rents, issues, royalties, and profits of the Real Property, and after paying all costs of maintenance, operation, and collection, including reasonable attorneys' fees, as Beneficiary may deem proper, to apply the balance upon the entire indebtedness then secured by this Deed of Trust. The receipt and application by the Beneficiary of such rents, issues, and profits, after execution and delivery of the Notice of Default and Election to Sell or during the pendency of the Trustee's sales proceedings under this Deed of Trust, shall not cure such breach or default nor affect the sale proceedings, or any sale made pursuant to this Deed of Trust. All such rents, issues, and profits, less the costs of operation, maintenance, collection and reasonable attorneys' fees, when received by Beneficiary, shall be applied in reduction of the entire indebtedness from time to time outstanding secured by this Deed of Trust, in such order as Beneficiary may determine.

If the rents of the Real Property are not sufficient to satisfy the costs, if any, of taking control of and managing the Real Property and collecting the rents thereof, any funds expended by Beneficiary for such purposes shall become indebtedness of the Trustor to Beneficiary and shall be secured by this Deed of Trust. Such amounts shall be repayable to Beneficiary upon demand and shall bear interest from the date of the disbursement at the Applicable Rate defined in the Note.

### IV

#### COVENANTS OF TRUSTOR

To protect the security of this Deed of Trust, Trustor agrees as follows:

A. Repair, Maintenance, And Preservation Of The Property. During the term of this Deed of Trust, Trustor covenants and agrees to do the following:

1. To maintain the Real Property in good, safe, and insurable condition and repair, subject to ordinary wear and tear, and not to commit or suffer waste;
2. To not remove or demolish any of the Real Property or improvements thereon without Beneficiary's prior written consent;
3. To complete or restore promptly in a good workmanlike manner any of the Real Property which may be damaged or destroyed or which may be affected by any condemnation or eminent domain proceeding;



4. To comply with all (i) laws, ordinances, regulations, and standards applicable to the Real Property, (ii) covenants, conditions, restrictions and equitable servitudes, whether public or private, of every kind and character which are applicable to the Real Property; and (iii) all requirements of insurance companies for insurability of the Real Property and Trustor's use thereof;

5. To not initiate or acquiesce in any change in any zoning or other land use classification which affects any of the Real Property without Beneficiary's prior written consent;

6. To not alter the use of all or any portion of the Real Property without the prior written consent of the Beneficiary;

7. To not abandon the Real Property except in exigent circumstances which make occupancy of the Real Property impossible; and

8. To refrain from impairing or diminishing the value of the Real Property or the security of this Deed of Trust.

B. Real Property Taxes And Assessments. Trustor agrees to pay, not later than the due date and before any penalty or interest attaches, all general taxes and all special taxes, special assessments, water, drainage and sewer charges and all other charges, of any kind whatsoever, ordinary or extraordinary, which may be levied, assessed or imposed on or against the Real Property and, upon the request of Beneficiary, to exhibit to Beneficiary all official receipts evidencing such payments; provided, however, that in the case of any special assessment (or other imposition in the nature of a special assessment) payable in installments, each installment thereof shall be paid prior to the date on which each such installment becomes due and payable; provided further that upon posting a bond in an amount satisfactory to Beneficiary, or, if consented to by Beneficiary, upon establishing adequate reserves in an amount satisfactory to Beneficiary, Trustor may contest the validity of such taxes, in good faith and at Trustor's expense. The amount of any bond or reserves required by Beneficiary pursuant to this paragraph shall be satisfactory to Beneficiary if equal to the amount of the taxes and/or other charges which are the subject of the contest by Trustor.

C. Insurance. During the term of this Deed of Trust, Trustor agrees to procure and maintain at all times fire and extended coverage insurance on the improvements on the Real Property in an amount equal to the full insurable value thereof.

All such insurance required by the terms of this Deed of Trust shall be written by companies and on forms with endorsements satisfactory to Beneficiary all with suitable loss-payable and standard non-contribution mortgagee clauses in favor of Beneficiary attached, and certified copies of the policies evidencing the same shall be kept constantly deposited with Beneficiary. All said policies shall provide for, among other things, written notice to Beneficiary of their expiration or any anticipated cancellation at least thirty (30) days prior to such event occurring. Prior to the expiration of any such policy, a certified copy of an appropriate renewal policy shall be deposited with Beneficiary. Subject to the provisions of paragraph D below, in the case of loss, Beneficiary is authorized to collect all insurance proceeds and apply them, at Beneficiary's option, to (i) the reduction of the liabilities hereby secured, whether due or not then due, or (ii) to allow Trustor to use such money, or part thereof, to repair the damage or restore the improvements; provided that in the event of a partial destruction of the Real Property, Trustor may request that Beneficiary approve the use of all or a portion of such insurance proceeds for the restoration of the premises and Beneficiary shall not unreasonably withhold such approval.

Trustor shall notify Beneficiary, in writing, of any loss to the Real Property covered by insurance and Trustor hereby directs each insurance company to make payment for such loss directly



and solely to Beneficiary. Trustor agrees that any payment which is delivered, for any reason, to Trustor shall be held in trust for Beneficiary and promptly delivered in the form received, with any necessary endorsements thereon, to Beneficiary.

D. Repair And Restoration Of Improvements. If any building or other improvement now or hereafter erected on the Real Property shall be destroyed or damaged by fire or any other cause, and if Trustor is not then in default under the terms of this Deed of Trust, any insurance proceeds or other recovery related to said loss, to the extent of the cost of restoration or rebuilding, shall be applied by Trustor to restore or rebuild such building or other improvement with materials and workmanship of as good quality as existed before such damage and destruction to substantially their former state, and Trustor shall commence the work of restoration or rebuilding as soon as possible and proceed diligently with it until completion. If Trustor shall be in default under the terms of this Deed of Trust at the time of such damage or destruction, Beneficiary shall have the right either to apply any insurance proceeds or other recovery related to said loss to a reduction of the indebtedness hereby secured or to require Trustor to restore or rebuild such building or other improvements as provided above. Plans and specifications for the restoration as herein required shall be submitted to Beneficiary prior to commencement of work and shall be subject to reasonable approval of Beneficiary.

E. Compliance With Laws. Trustor will comply in all material respects with all restrictions affecting the Real Property and with all laws, ordinances, acts, rules, regulations and orders of any legislative, executive, administrative or judicial body, commission or officer (whether federal, state or local) exercising any power of regulation or supervision over Trustor, or any part of the Real Property, whether the same be directed to the repair thereof, manner of use thereof, structural alteration of buildings located thereon, or otherwise.

F. Indemnification. Trustor agrees to indemnify Beneficiary from all loss, damage and expense, including reasonable attorneys' and paralegal's fees and expenses and the costs of any settlement or judgment, incurred in connection with (i) any suit or proceeding in or to which Beneficiary may be made a party for the purpose of protecting the lien of this Deed of Trust or (ii) any breach by Trustor of any covenant contained in this Deed of Trust. This indemnification shall be a personal obligation of the Trustor and shall survive any foreclosure sale of the Real Property conducted pursuant to the terms of this Deed of Trust. Notwithstanding the foregoing, this indemnity shall not apply if the event otherwise giving rise thereto is caused by the negligent or intentional acts or omissions of Beneficiary.

G. Condemnation. Trustor hereby assigns to Beneficiary, as additional security, all awards of damage resulting from condemnation proceedings or the taking of or injury to the Real Property for public use, and Trustor agrees that the proceeds of all such awards shall be paid to Beneficiary or Trustee and shall be applied by Beneficiary or Trustee first, to the payment of all expenses incurred by Beneficiary or Trustee in connection with such proceedings, including reasonable attorneys' and paralegal's fees and expenses, and secondly, to the reduction of the obligations secured hereby. The balance of any such award, after payment of the expenses and obligations hereby secured, shall be payable to Trustor, or to any persons claiming by, through or under Trustor.

H. Bankruptcy. To induce Beneficiary to extend credit to Trustor as evidenced by the Note secured by this Deed of Trust, Trustor represents that Trustor is currently solvent and has no intention to file or acquiesce in any bankruptcy or insolvency proceeding at any time any portion of the Note remains outstanding and unpaid. Accordingly, in consideration of the indebtedness evidenced by the Note and for other good and valuable consideration, Trustor hereby agrees that in the event Trustor shall (i) file with any bankruptcy court or be the subject of any petition under Title



11, U.S. Code ("Bankruptcy Code"), (ii) file or be the subject of any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or other relief for debtors, (iii) have sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator, or liquidator, or (iv) be the subject of any order, judgment, or decree entered by any court of competent jurisdiction approving a petition filed against such party for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or relief for debtors, subject to court approval, Beneficiary shall thereupon be entitled and Trustor irrevocably consents to relief from any automatic stay imposed by Section 362 of the Bankruptcy Code, or otherwise, on or against the exercise of the rights and remedies otherwise available to Beneficiary and Trustor hereby irrevocably waives any right to object to such relief.

I. Advances By And Rights Of Beneficiary. Trustor agrees that, from and after the occurrence of a default under this Deed of Trust, Beneficiary may, but shall not be required to, make any payment or perform any act herein required of Trustor in any form and manner deemed expedient after reasonable inquiry into the validity thereof. By way of illustration and not in limitation of the foregoing, Beneficiary may, but shall not be required to, (i) make full or partial payments of insurance premiums which are unpaid by Trustor, and of principal or interest to persons claiming prior or coordinate liens or encumbrances, if any, and (ii) purchase, discharge, compromise or settle any tax lien or any other lien, encumbrance, suit, proceeding, title or claim thereof, or (iii) redeem all or any part of the Real Property from any tax or assessment. All money paid for any of the purposes herein authorized and all other moneys advanced by Beneficiary to protect the Real Property and the lien of this Deed of Trust shall be additional liabilities secured hereby and shall become immediately due and payable without notice and shall bear interest thereon at the rate of interest specified in the Note until paid to Beneficiary in full. In making any payment hereby authorized relating to taxes, assessments or prior or coordinate liens or encumbrances, Beneficiary shall be the sole judge of the legality, validity and priority thereof and of the amount necessary to be paid in satisfaction thereof.

J. Inspection. Beneficiary, or any person designated by Beneficiary in writing, shall, upon reasonable advance notice to Trustor, have the right, from time to time hereafter, to make such inspection and verification of the Real Property as Beneficiary may consider reasonable under the circumstances.

K. Reconveyance And Note Servicing Fees. Trustor covenants and agrees to pay all reconveyance fees charged by Trustee at the time the lien of this Deed of Trust is conveyed and all reasonable fees for collection services as and when incurred by Beneficiary for the collection and servicing of monthly payments under the Note.

L. Statutory Covenants. To the extent not inconsistent with the express provisions of this Deed of Trust, the following covenants of Section 107.030 of the Nevada Revised Statutes are hereby adopted and made a part of this Deed of Trust: Covenant No. 3, Covenant No. 4 (interest, 3 1/4%), Covenant No. 5, Covenant No. 6, Covenant No. 7 (attorneys' fees, reasonable), Covenant No. 8, and Covenant No. 9.

## V

### DEFAULT AND REMEDIES

A. Default. The occurrence of any of the following events shall constitute a default by the Trustor under this Deed of Trust:

6.

1. The failure by the Trustor to pay or perform any obligations secured by the terms of this Deed of Trust, including, without limitation, the obligations of Trustor under the Note.

2. The failure of Trustor to perform any of Trustor's covenants and obligations under the terms of this Deed of Trust.

3. The sale, contract for sale, grant of an option to purchase, lease for a term of one (1) year or more, transfer, alienation, or other disposition of all or any portion of the Real Property, or any interest therein, whether voluntary or involuntary, without the prior written consent of Beneficiary.

4. The filing of a petition by, on behalf of or against the Trustor under any bankruptcy, reorganization, insolvency, or moratorium law, or any other law or laws for the relief of, or relating to debtors, any assignment by the Trustor for the benefit of creditors, or the appointment of a custodian, receiver, or Trustee to take possession, custody, or control of the Real Property.

B. Remedies. Upon the occurrence of an event of default, Beneficiary may exercise all rights and remedies provided by law on the date of the default, including, but not limited to, the following:

1. Acceleration. Upon the occurrence of an event of default, Beneficiary may, at Beneficiary's option, declare immediately due and payable any one or more of the obligations of Trustor to Beneficiary which are secured hereby, and, to the extent permitted by law, the same shall, upon notice to or demand on Trustor, become immediately due and payable.

2. Possession And Collection Of Rent. Beneficiary shall, at its option, have the right, acting through its agents or attorneys, either with or without process of law, to enter upon and take possession of the Real Property, or any part thereof, to perform such acts of repair or protection as may be necessary or proper to preserve the value thereof, to expel and remove any persons, goods, or chattels occupying or upon the Real Property, to manage, operate, and control the Real Property, and to collect or receive all the rents, issues, and profits as provided in article III above.

3. Appointment Of Receiver. Beneficiary may, by and through the Trustee, or on behalf of the Beneficiary, make application to a court of competent jurisdiction for appointment of a receiver for the Real Property, and Trustor does hereby irrevocably consent to such appointment and expressly waives any right to require a bond of the receiver, to receive notice of application for such appointment, and the right to a hearing prior to such appointment. Any receiver appointed by the court shall have all the usual powers and duties of receivers in similar cases, including the full power to rent, maintain, and operate the Real Property upon such terms as may be approved by the court, and to apply such rents in accordance with the provisions hereof or as otherwise directed by the court.

4. Foreclosure And Sale. Beneficiary may request that Trustee sell the Real Property pursuant to the power of sale granted Trustee herein in accordance with the laws of the State of Nevada or Beneficiary may foreclose this Deed of Trust by judicial action pursuant to the laws of the State of Nevada. In this regard, the following covenants, Covenant No. 6, Covenant No. 7 (attorneys' fees, reasonable), and Covenant No. 8 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

5. Right To Deficiency. In the event that the proceeds of any foreclosure sale conducted pursuant to the provisions of this Deed of Trust are not sufficient to satisfy all obligations and indebtedness to Beneficiary secured hereby, Beneficiary shall be entitled to recover such deficiency from the Trustor.

6. Remedies Cumulative. Each and every remedy provided to Beneficiary by the terms of this Deed of Trust is separate and distinct and is cumulative to all other rights and remedies provided by this Deed of Trust or by law, and each remedy may be exercised concurrently, independently, or successively, in any order. The exercise of any one or more such rights or remedies by Beneficiary, or by the Trustee at the direction of Beneficiary, shall not be construed to be an election of remedies nor a waiver of any other right or remedy which Beneficiary may have.

## VI

### TRUSTEE'S POWER AND ACCEPTANCE

1. Power Of Trustee To Reconvey Or Consent. At any time, without liability therefor and without notice to Trustor, upon written request by Beneficiary and presentation of the Note and this Deed of Trust to Trustee for endorsement, and without altering or affecting the personal liability of Trustor or any other person for the payment of the indebtedness secured by this Deed of Trust, or the lien of this Deed of Trust upon the remainder of the Real Property as security for the repayment of the full amount of the indebtedness then or thereafter secured by this Deed of Trust or any right or power of Beneficiary or Trustee with respect to the remainder of the Real Property, Trustee may: (i) reconvey or release any part of the Real Property from the lien of this Deed of Trust; (ii) approve the preparation or filing of any map or plot with respect to the Real Property; (iii) join in the granting of any easement burdening the Real Property; or (iv) enter into any extension or subordination agreement affecting the Real Property or the lien of this Deed of Trust.

2. Reconveyance. Upon written request of Beneficiary reciting that all sums secured by this Deed of Trust have been paid, surrender of the Note and this Deed of Trust to Trustee for cancellation, and payment by Trustor of any reconveyance fees customarily charged by Trustee, Trustee shall reconvey, without warranty, the Real Property then held by Trustee under this Deed of Trust. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Such request and reconveyance shall operate as a reassignment of the rents, income, issues, and profits assigned in this Deed of Trust to Beneficiary.

3. Substitution Of Trustee. Beneficiary, at Beneficiary's option, may from time to time, by written instrument, substitute one or more commercial trustees as successor or successors to any Trustee named in this Deed of Trust or acting under this Deed of Trust, which instrument, when executed and acknowledged by Beneficiary and recorded in the office of the Recorder of the county or counties in which the Real Property is located, shall constitute conclusive proof of the proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the predecessor Trustee, succeed to all right, title, estate, powers, and duties of such predecessor Trustee, including, without limitation, the power to reconvey the Real Property. To be effective, such instrument must contain the name of the original Trustor, Trustee, and Beneficiary under this Deed of Trust, the book and page at which, and the county or counties in which, this Deed of Trust is recorded, and the name and address of the substitute Trustee. If any notice of default has been recorded under this Deed of Trust, this power of substitution cannot be exercised until all costs, fees, and expenses of the then-acting Trustee have been paid and the Trustee shall endorse receipt thereof upon the instrument of substitution. The procedure in this Deed of Trust for substitution of Trustees shall not be exclusive of other provisions for substitution provided by applicable law.



## VII

### MISCELLANEOUS

A. Notices. All notices required or permitted to be given by law or by the terms of this Deed of Trust must be in writing and shall be considered given (1) upon personal service of a copy on the party to be served, (2) forty-eight (48) hours after mailing such notice by certified or registered mail, postage prepaid, receipt for delivery requested, addressed to the party to be served and properly deposited in the United States mail, (3) twenty-four (24) hours after facsimile transmission of a copy of the notice to the party to be served, transmitted to the facsimile number furnished by the party, provided that a copy of the notice is also mailed to the party by regular mail the same day, or (4) twenty-four (24) hours after delivery of the notice to a nationally recognized overnight delivery service, with delivery charges prepaid, properly packaged, addressed to the party to be served, with proof of delivery to be furnished. Any change in the name or address of the person to be notified on behalf of any party shall be given by the party having such change to the other parties in the manner provided above. Thereafter, all notices shall be given in accordance with the notice of change of name or address. Notices given before actual receipt of the notice of change of name or address shall not be invalidated by the change.

B. Effect Of Modifications Or Extension Of Note. Trustor agrees that, without affecting the liability of any person for payment of the liabilities secured hereby or affecting the lien of this Deed of Trust upon the Real Property or any part thereof (other than persons or property explicitly released as a result of the exercise by Beneficiary of its rights and privileges hereunder), Beneficiary may at any time and from time to time, on request of the Trustor, without notice to any person liable for payment of any liabilities secured hereby, extend the time, or agree to modify the terms of payment of such liabilities.

C. Consent And Approval. Whenever the consent and approval of the Beneficiary is specified as a condition of any provision of this Deed of Trust, such consent or approval by the Beneficiary shall not be effective unless such consent or approval is in writing, signed by the Beneficiary.

D. Application Of Payment. Except as otherwise expressly provided by applicable law or any other provision of this Deed of Trust, if applicable, all payments received by Beneficiary from Trustor under the Note or this Deed of Trust shall be applied by Beneficiary first, to the cost, fees, charges, advances, and interest thereon paid or incurred by Beneficiary or payable to Beneficiary, pursuant to any provision of the Note or this Deed of Trust, in such order as Beneficiary, in Beneficiary's sole discretion shall determine, second, to accrued interest payable under the Note, and third, to principal payable under the Note.

E. Time Of The Essence. Time is of the essence of this Deed of Trust.

F. Waiver. The waiver of the time for performing any act shall not constitute a waiver of the time for performing any other act or of an identical act required to be performed at a later time. The exercise of any remedy provided for in this Deed of Trust shall not constitute a waiver of any other remedy.

G. Severability. The unenforceability, invalidity, or illegality of any provision of this Deed of Trust shall not render any other provision unenforceable, invalid, or illegal.

H. Choice Of Law. This Deed of Trust shall be governed by and interpreted under the laws of the State of Nevada in force from time to time.

I. Gender And Number. As used in this Deed of Trust, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be considered to include the others whenever the context so indicates.

J. Binding Effect. This Deed of Trust shall inure to the benefit of, and be binding upon, the heirs, assigns, transferees, personal representatives, and successors in interest of the parties hereto.

K. Captions. The captions in this Deed of Trust shall have no effect on its interpretation.


Dated this 11<sup>th</sup> day of July, 2011.

TRUSTOR:

  
\_\_\_\_\_  
Martin L. Plaskett  
P.O. Box 10  
Eureka, NV 89316

STATE OF NEVADA       )  
                                  : ss.  
COUNTY OF Eureka    )

This instrument was acknowledged before me on July 11<sup>th</sup>, 2011, by Martin L. Plaskett.

  
\_\_\_\_\_  
Notary Public

