

DEED OF TRUST

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THIS DEED OF TRUST MADE

between

JOHN ARDEN and VIRGIE ARDEN herein called Trustor  
whose address is 3401 Reno Park Boulevard, Reno, Nevada, 89506

FRED HILL ATCHESON, ESQ. herein called Trustee,  
and JOHN VAN WERMESKERKEN herein called Beneficiary.

WITNESSETH: That Trustor grants to Trustee in trust with  
power of sale, that property in the city of  
State of Nevada County of Douglas and  
described as:

See exhibit "A" and "B" attached.

Together with rents, issues and profits thereof, subject,  
however, to the right, power and authority hereinafter given to  
and conferred upon Beneficiary to collect and apply such rents,  
issues and profits.

For the purpose of securing (1) payment of the sum of  
\$ 32,689.57-----with interest thereon according to the  
terms of a promissory note or notes of even date herewith made by  
Trustor, payable to order of Beneficiary, and all extensions or  
renewals thereof, and (2) the performance of each agreement of  
Trustor incorporated herein by reference or contained herein;  
(3) payment of additional sums and interest thereon which may  
hereinafter be loaned to Trustor or to his successors or assigns,  
when evidenced by a promissory or notes reciting that they are  
secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with  
respect to the property above described, Trustor expressly makes  
each and all of the agreements and adopts and agrees to perform  
and be bound by each and all of the terms and provisions set  
forth in subdivision A, and it is mutually agreed that each and  
all of the terms and provisions set forth in subdivision B of  
the fictitious Deed of Trust recorded in the office of each  
County Recorder in the State of Nevada on January 30, 1968, in  
the book and at the page thereof, or under the document or file  
number, noted below opposite the name as such county, namely:

\* \* \*  
\* \* \*  
\* \* \*  
\* \* \*

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 12 property above described. Said agreements, terms and provisions  
 13 contained in said subdivision A and B, (identical in all counties,  
 14 and printed on the reverse side hereof) are by the within  
 15 reference thereto, incorporated herein and made a part of this  
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 18 obligation secured hereby, provided the charge therefor does not  
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 21 change in parties or for each change in a party making or  
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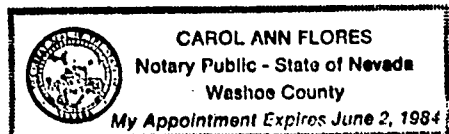
26 SIGNATURE OF TRUSTOR

27 John Arden  
 28 *John Arden*  
 29 Virgie Arden  
 30 *Virgie Arden*

31 STATE OF NEVADA )  
 32 : ss.  
 County of Washoe )

33 On November 2<sup>nd</sup>, 1982, before me, a Notary  
 34 Public, personally appeared JOHN ARDEN and VIRGIE ARDEN, known  
 35 to me to be the persons whose names are subscribed to the  
 36 within instrument and acknowledged that they executed the  
 37 same.

38 Carole Ann Stone Burkhardt  
 39 Notary Public



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1 TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

2 (1) To keep said property in good condition and repair; not  
3 to remove or demolish any building thereon; to complete or  
4 restore promptly a good and workmanlike manner in any building  
5 which may be constructed, damaged or destroyed thereon and to  
6 pay when due all claims for labor performed, materials furnished  
7 therefor; to comply with all laws affecting said property or  
8 requiring any alterations or improvements to be made thereon; not  
9 to commit waste thereof; not to commit suffer or permit any act  
10 upon said property in violation of law; to cultivate, irrigate,  
11 fertilize, fumigate, prune and do all acts which from the  
12 character or use of said property may be reasonably necessary,  
13 the specific enumerations herein not excluding the general.

14 (2) Trustor covenants to keep all buildings that may now or  
15 at any time be on said property during the continuance of  
16 this trust in good repair, insured against loss by fire, with  
17 extended coverage endorsement, in a company or companies  
18 authorized to issue such insurance in the State of Nevada, and as  
19 approved by Beneficiary, for such sum or sums as shall equal the  
20 total indebtedness secured by this Deed of Trust and all  
21 obligations having priority over the Deed of Trust and shall be  
22 payable to Beneficiary to the amount of the unsatisfied  
23 obligation to Beneficiary hereby secured, and to deliver the  
24 policy to Beneficiary or to collection agent of Beneficiary, and  
25 in default thereof, Beneficiary may procure such insurance  
26 and/or make such repairs, and expend for either of the purposes  
27 such sum or sums as Beneficiary shall deem proper.

28 (3) To appear in and defend any action or proceeding  
29 purporting to affect the security hereof or the rights or  
30 powers of Beneficiary or Trustee to pay all costs and expenses,  
31 including cost of evidence of title and attorney's fees in a  
32 reasonable sum, in any such action or proceeding in which  
beneficiary and Trustee may appear, and in any suit brought  
by Beneficiary to foreclose this Deed of Trust.

(4) To pay at least ten (10) days before delinquency all  
taxes and assessments affecting said property, including  
assessments on appurtenant water and water rights and grazing  
privileges; when due, all encumbrances, charges and liens, with  
interest, on said property or any part thereof, which appear to  
be superior hereto, and all costs, fees and expenses of this  
trust.

Should Trustor fail to make any payment or to do any act  
as herein provided, then Beneficiary or Trustee, but without  
obligation to do without notice to or demand upon Trustor,  
and without releasing Trustor from any obligation hereof, may  
make or do the same in such manner and to such as either may  
may deem necessary to protect the security hereof; Beneficiary  
or Trustee being authorized to enter upon said property for such  
purposes; appear and defend any action or proceeding purporting  
to affect the security hereof or the rights or powers of  
Beneficiary or Trustee; pay, purchase, contest any encumbrance,  
charge or lien which in the judgment of either appears to be  
prior or superior hereto; and, in exercising any such powers,  
pay necessary expenses, employ counsel and pay his reasonable  
fees.

(5) To pay immediately and without demand all sums so  
expended by Beneficiary or Trustee, with interest from date of  
expenditure at ten per cent per annum.

1 (6) At Beneficiary's option, Trustor will pay a "late  
2 charge" not exceeding four per cent (4%) of any installment when  
3 paid more than fifteen (15) days after the due date thereof to  
4 cover the extra expense involved in handling delinquent payments,  
5 but such "late charge" shall not be payable out of the proceeds  
6 of any sale made to satisfy the indebtedness secured hereby,  
7 unless such proceeds are sufficient to discharge the entire  
8 indebtedness and all proper costs and expenses secured thereby.

9 B. IT IS MUTUALLY AGREED:

10 (1) That any award of damages in connection with any  
11 condemnation of public use of or injury to said property or any  
12 part thereof is hereby assigned and shall be paid to Beneficiary  
13 who may apply or release such moneys received by him in the same  
14 manner and with the same effect as above provided for disposition  
15 of proceeds of fire or other insurance.

16 (2) That by accepting payment of any sum secured hereby  
17 after its due date, Beneficiary does not waive his right either  
18 to require prompt payment when due of all other sums so secured  
19 or to declare default for failure so to pay.

20 (3) That at any time or from time to time, without  
21 liability therefor and without notice, upon written request of  
22 Beneficiary and presentation of this deed and said note for  
23 endorsement, and without affecting the personal liability of  
24 any person for payment of the indebtedness secured hereby,  
25 Trustee may reconvey any part of said property; consent to the  
26 making of any map or plat thereof; join in granting any easement  
27 thereon; or join in any extension agreement or any agreement  
28 subordinating the lien or charge hereof.

29 (4) That upon written request of Beneficiary stating that  
30 all sums secured hereby have been paid, and upon surrender of  
31 this deed and said note to Trustee for cancellation and retention  
32 or other disposition as Trustee in its sole discretion may choose  
and upon payment of its fees, Trustee shall reconvey, without  
warranty, the property then held hereunder. The recitals in  
such reconveyance of any matters or facts shall be conclusive  
proof of the truthfulness thereof. That grantee in such recon-  
veyance may be described as "the person or persons legally  
entitled thereto".

(5) That as additional security, Trustor hereby gives to  
and confers upon Beneficiary the right, power and authority,  
during the continuance of these trusts, to collect the rents,  
issues and profits of said property, reserving unto Trustor  
the right, prior to any default by Trustor in payment of any  
indebtedness secured hereby or in performance of any agreement  
hereunder, to collect and retain such rents, issues and profits  
as they become due and payable. Upon any such default,  
Beneficiary may at any time without notice, either in person, by  
agent, or by a receiver to be appointed by a court, and without  
regard to the adequacy of any security for the indebtedness  
hereby secured, enter upon and take possession of said property  
or any part thereof, in his own name sue for or otherwise  
collect such rents, issues, and profits, including those past  
due and unpaid, and apply the same less costs and expenses of  
operation and collection, including reasonable attorney's fees,  
upon any indebtedness secured hereby, and in such order as  
Beneficiary may determine. The entering upon and taking  
possession of said property, the collection of such rents, issues  
and profits and the application thereof as aforesaid, shall  
not cure or waive any default or notice of default hereunder or

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1 invalidate any act done pursuant to such notice.

2 (6) That upon default by Trustor in payment of any  
3 indebtedness secured hereby or in performance of any agreement  
4 hereunder, Beneficiary may declare all sums secured hereby  
5 immediately due and payable by delivery to Trustee of written  
6 notice of default and of election to cause to be sold said  
7 property which notice Trustee shall cause to be recorded.  
8 Beneficiary also shall deposit with Trustee this Deed of Trust,  
9 said note and all documents evidencing expenditures secured  
10 hereby.

11 After the lapse of such time as may then be required  
12 by law following the recordation of said notice of default, and  
13 notice of sale having been given as then required by law for  
14 the sale of real property under writ of execution, Trustee,  
15 without demand on Trustor, shall sell said property or any part  
16 thereof at the time and place fixed by it in said notice of sale,  
17 either as a whole or in separate parcels, and in such order as  
18 it may determine, at public auction to the highest bidder for  
19 cash in lawful money of the United States, payable at the time  
20 of sale. Trustee may postpone sale of all or any portion of  
21 said property by public announcement at such time and place of  
22 sale, and from time to time thereafter may postpone such sale  
23 by public announcement at the time fixed by the preceding  
24 postponement. In the event that any indebtedness secured here-  
25 by shall not have been fully satisfied by said sale, Trustee may  
26 give notice of sale of any property not previously noticed for  
27 sale in the manner set forth above and sell the same in the  
28 manner set forth above.

29 Trustee shall deliver to any purchaser its deed  
30 conveying the property so sold, but without any covenant or  
31 warranty, express or implied. That recitals in such deed of any  
32 matters or facts shall be conclusive proof of the truthfulness  
thereof. Any person, including Trustor, Trustee, or Beneficiary  
as hereafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of  
Trustee, including a reasonable fee for the attorney of Trustee,  
and of this trust, including co-evidence of title in connection  
with sale, Trustee shall apply the proceeds of sale to payment  
of: all sums expended under the terms hereof, not then repaid,  
with accrued interest at ten per cent per annum; all others sums  
then secured hereby; and the remainder, if any, to the person  
or persons legally entitled thereto.

(7) That Beneficiary, or his assignee, may from time to  
time, by instrument in writing, substitute a successor or  
successors to any Trustee named herein or acting hereunder,  
which instrument, executed and acknowledged and recorded in the  
office of the recorder of the county or counties where said  
property is situated, shall be conclusive proof of proper  
substitution of such successor Trustee or Trustees, who shall,  
without conveyance from the Trustee predecessor, succeed to all  
its title, estate, rights, powers and duties. Said instrument  
must contain the name of the original Trustor, Trustee,  
Beneficiary hereunder the book and page where, or document or  
file number under which this Deed of Trust is recorded, and  
the name and address of the new Trustee. If notice of default  
should have been recorded, this power of substitution cannot be  
exercised until after the costs, fees and expenses of the then  
acting Trustee shall have been paid to such Trustee, who shall  
endorse receipt thereof upon such instrument of substitution.

LAW OFFICES OF  
BATH, McNABNEY,  
KEY, PIKE  
& ATCHESON  
181 CALIFORNIA AVENUE  
RENO, NEVADA 89509  
(702) 782-0800

1 The procedure herein provided for substitution of Trustee shall  
2 be exclusive of other provisions for substitution, statutory  
3 or otherwise.

4 (8) The following covenants: Nos. 1, 3, 4, (interest 10%)  
5 5, 6, 8 and 9 of Nevada Revised Statutes 107.030, when not  
6 inconsistent with other covenants and provisions herein  
7 contained, are hereby adopted and made a part of this Deed of  
8 Trust.

9 (9) The rights and remedies hereby granted shall not  
10 exclude any other rights or remedies granted by law, and all  
11 rights and remedies granted herein under or permitted by law shall  
12 be concurrent and cumulative. A violation of any of the covenants  
13 herein expressly set forth shall have the same effect as the  
14 violation of any covenant herein adopted by reference.

15 (10) It is expressly agreed that the trust created hereby  
16 is irrevocable by Trustor.

17 (11) That this Deed of Trust applies to, inures to the  
18 benefit of, and binds all parties hereto, their heirs, legatees  
19 devisees, administrators, executors, successors and assigns.  
20 The term beneficiary shall mean the owner and holder, including  
21 pledges, of the note secured hereby, whether or not named as  
22 Beneficiary herein. In this Deed of Trust, whenever the context  
23 so requires, the masculine gender includes the feminine and/or  
24 neuter, and the singular number includes the plural.

25 (12) That Trustee accepts this trust when this Deed of  
26 Trust, duly executed and acknowledged, is made a public records  
27 as provided by law. Trustee is not obligated to notify any  
28 party hereto of pending sale under any other Deed of Trust or  
29 any action or proceeding in which Trustor, Beneficiary or  
30 Trustor shall be a party unless brought by Trustee.

31 (13) Trustor agrees to pay any deficiency arising from  
32 any cause after application of the proceeds of the sale held  
in accordance with the provisions of the covenants hereinabove  
adopted by reference.

The undersigned Trustor requests that a copy of any notice  
of default and any notice of sale hereunder be mailed to him at  
his address with the provisions set forth.

REQUEST FOR FULL RECONVEYANCE

TO TRUSTEE

The undersigned is the legal owner and holder of the note  
or notes, and of all other indebtedness secured by the fore-  
going deed of Trust. Said note or notes together with all  
indebtedness secured by said Deed of Trust, have been fully paid  
and satisfied; and you are hereby requested and directed, on  
payment to you of any sums owing to you under the terms of said  
Deed of Trust, to cancel said note or notes above mentioned, and  
all other evidences of indebtedness secured by said Deed of Trust  
Delivered to you herewith, together with the said Deed of Trust,  
and to reconvey, without warranty, to the parties designated by  
the terms of said Deed of Trust, all the estate now held by  
you under the same.

DATED \_\_\_\_\_

LAW OFFICER OF

BATH, McNABNEY,

KEY, PIKE  
& ATCHESON

121 CALIFORNIA AVENUE  
RENO, NEVADA 89509  
702/728-3500

LEGAL DESCRIPTION

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

PARCEL NO. 1

The Southeast Quarter of the Northeast Quarter of Section 28, Township 11 North, Range 22 East, M.D.B. & M.

Assessment Parcel No. 35-110-09-7

PARCEL NO. 2

The Southeast Quarter of the Southwest Quarter of Section 28, Township 11 North Range 22 East, M.D.B. & M.

Assessment Parcel No. 35-110-11-3

PARCEL NO. 3 .

The West half of the Northwest Quarter of Section 28, Township 11 North, Range 22, East, M.D.B. & M.

Assessment Parcel No. 35-110-12-1

PARCEL NO. 4 .

The Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter of Section 20, Township 11 North, Range 22 East, M.D.B. & M.

EXCEPTING THEREFROM; the Northwest Quarter of the Southeast Quarter of the Southwest Quarter of said Section 20.

Assessment Parcel No. 35-110-14-7

PARCEL NO. 5

The Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 20, Township 11 North, Range 22 East, M.D.B. & M.

Assessment Parcel No. 35-110-15-4

PARCEL NO. 6 .

The Northeast Quarter of the Southwest Quarter of Section 17, Township 10 North, Range 23 East, M.D.B. & M.

Assessment Parcel No. 37-540-15-0

7/29/82--11/20/81 LJ

The tract of land situate, lying and being in the County of Douglas, State of Nevada, more particularly described as follows:

The NW 1/4 of the SW 1/4 and the N 1/2 of the SW 1/4 of the SW 1/4 of Section 12, T. 10N., R. 22E., M.D.M., said parcel lies North of the Northerly right-of-way line of State Route 3 and is depicted in color on the attached map, which is made a part hereof by reference.

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EXHIBIT "B"

822568

73477

LIBER 1182 PAGE 1168



1850100818

BK  
35

(2)  
1560Ac.±

INDEX IV

Material Site

(17)

EXCEPTION TAX AREA  
CODE NO. 610

(7)  
34.65Ac.

EXCEPTION TAX AREA  
AREA CODE NO. 102

(3)  
40Ac.

(5)  
120Ac.±

(4)  
360.6Ac.

(6)  
15604Ac.

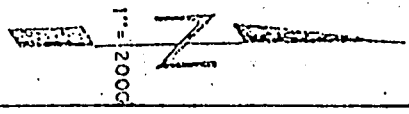
(16)

(5)

FRAC.  
TION, R22E

R 22 E  
R 23 E

T11N  
TION



1" = 2000'

822568

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LIBER 1182 PAGE 1169

082000818

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8180060580

COPY

OFFICIAL RECORDS  
WASHOE CO., NEVADA  
RECORD REQUESTED BY

*Fred Hill Archeson*

82 NOV 3 P 3: 07

*121 California Ave  
Reno NV 89509*

JOE MELCHER  
COUNTY RECORDER

FEE 13.00 DEP *JH*

822568

REQUESTED BY  
*Bath, Mc Nabney et al*  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA  
*\$13.00*

1982 NOV 24 AM 11: 16

SUZANNE BEAUDREAU  
RECORDER

*Carol J. Lyman  
Dep*

73477  
LIBER 1182 PAGE 1170

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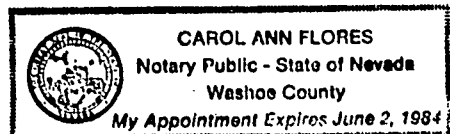
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27 John Arden  
 28 *John Arden*  
 29 Virgie Arden  
 30 *Virgie Arden*

31 STATE OF NEVADA )  
 32 : ss.  
 County of Washoe )

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 34 Public, personally appeared JOHN ARDEN and VIRGIE ARDEN, known  
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38 Carole Ann Stone Burkhardt  
 39 Notary Public



B1800P0283

81800P0284

1 TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

2 (1) To keep said property in good condition and repair; not  
3 to remove or demolish any building thereon; to complete or  
4 restore promptly a good and workmanlike manner in any building  
5 which may be constructed, damaged or destroyed thereon and to  
6 pay when due all claims for labor performed, materials furnished  
7 therefor; to comply with all laws affecting said property or  
8 requiring any alterations or improvements to be made thereon; not  
9 to commit waste thereof; not to commit suffer or permit any act  
10 upon said property in violation of law; to cultivate, irrigate,  
11 fertilize, fumigate, prune and do all acts which from the  
12 character or use of said property may be reasonably necessary,  
13 the specific enumerations herein not excluding the general.

14 (2) Trustor covenants to keep all buildings that may now or  
15 at any time be on said property during the continuance of  
16 this trust in good repair, insured against loss by fire, with  
17 extended coverage endorsement, in a company or companies  
18 authorized to issue such insurance in the State of Nevada, and as  
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23 obligation to Beneficiary hereby secured, and to deliver the  
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29 purporting to affect the security hereof or the rights or  
30 powers of Beneficiary or Trustee to pay all costs and expenses,  
31 including cost of evidence of title and attorney's fees in a  
32 reasonable sum, in any such action or proceeding in which  
beneficiary and Trustee may appear, and in any suit brought  
by Beneficiary to foreclose this Deed of Trust.

(4) To pay at least ten (10) days before delinquency all  
taxes and assessments affecting said property, including  
assessments on appurtenant water and water rights and grazing  
privileges; when due, all encumbrances, charges and liens, with  
interest, on said property or any part thereof, which appear to  
be superior hereto, and all costs, fees and expenses of this  
trust.

Should Trustor fail to make any payment or to do any act  
as herein provided, then Beneficiary or Trustee, but without  
obligation to do without notice to or demand upon Trustor,  
and without releasing Trustor from any obligation hereof, may  
make or do the same in such manner and to such as either may  
may deem necessary to protect the security hereof; Beneficiary  
or Trustee being authorized to enter upon said property for such  
purposes; appear and defend any action or proceeding purporting  
to affect the security hereof or the rights or powers of  
Beneficiary or Trustee; pay, purchase, contest any encumbrance,  
charge or lien which in the judgment of either appears to be  
prior or superior hereto; and, in exercising any such powers,  
pay necessary expenses, employ counsel and pay his reasonable  
fees.

(5) To pay immediately and without demand all sums so  
expended by Beneficiary or Trustee, with interest from date of  
expenditure at ten per cent per annum.

1 (6) At Beneficiary's option, Trustor will pay a "late  
2 charge" not exceeding four per cent (4%) of any installment when  
3 paid more than fifteen (15) days after the due date thereof to  
4 cover the extra expense involved in handling delinquent payments,  
5 but such "late charge" shall not be payable out of the proceeds  
6 of any sale made to satisfy the indebtedness secured hereby,  
7 unless such proceeds are sufficient to discharge the entire  
8 indebtedness and all proper costs and expenses secured thereby.

9 B. IT IS MUTUALLY AGREED:

10 (1) That any award of damages in connection with any  
11 condemnation of public use of or injury to said property or any  
12 part thereof is hereby assigned and shall be paid to Beneficiary  
13 who may apply or release such moneys received by him in the same  
14 manner and with the same effect as above provided for disposition  
15 of proceeds of fire or other insurance.

16 (2) That by accepting payment of any sum secured hereby  
17 after its due date, Beneficiary does not waive his right either  
18 to require prompt payment when due of all other sums so secured  
19 or to declare default for failure so to pay.

20 (3) That at any time or from time to time, without  
21 liability therefor and without notice, upon written request of  
22 Beneficiary and presentation of this deed and said note for  
23 endorsement, and without affecting the personal liability of  
24 any person for payment of the indebtedness secured hereby,  
25 Trustee may reconvey any part of said property; consent to the  
26 making of any map or plat thereof; join in granting any easement  
27 thereon; or join in any extension agreement or any agreement  
28 subordinating the lien or charge hereof.

29 (4) That upon written request of Beneficiary stating that  
30 all sums secured hereby have been paid, and upon surrender of  
31 this deed and said note to Trustee for cancellation and retention  
32 or other disposition as Trustee in its sole discretion may choose  
and upon payment of its fees, Trustee shall reconvey, without  
warranty, the property then held hereunder. The recitals in  
such reconveyance of any matters or facts shall be conclusive  
proof of the truthfulness thereof. That grantee in such recon-  
veyance may be described as "the person or persons legally  
entitled thereto".

(5) That as additional security, Trustor hereby gives to  
and confers upon Beneficiary the right, power and authority,  
during the continuance of these trusts, to collect the rents,  
issues and profits of said property, reserving unto Trustor  
the right, prior to any default by Trustor in payment of any  
indebtedness secured hereby or in performance of any agreement  
hereunder, to collect and retain such rents, issues and profits  
as they become due and payable. Upon any such default,  
Beneficiary may at any time without notice, either in person, by  
agent, or by a receiver to be appointed by a court, and without  
regard to the adequacy of any security for the indebtedness  
hereby secured, enter upon and take possession of said property  
or any part thereof, in his own name sue for or otherwise  
collect such rents, issues, and profits, including those past  
due and unpaid, and apply the same less costs and expenses of  
operation and collection, including reasonable attorney's fees,  
upon any indebtedness secured hereby, and in such order as  
Beneficiary may determine. The entering upon and taking  
possession of said property, the collection of such rents, issues  
and profits and the application thereof as aforesaid, shall  
not cure or waive any default or notice of default hereunder or

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1 invalidate any act done pursuant to such notice.

2 (6) That upon default by Trustor in payment of any  
3 indebtedness secured hereby or in performance of any agreement  
4 hereunder, Beneficiary may declare all sums secured hereby  
5 immediately due and payable by delivery to Trustee of written  
6 notice of default and of election to cause to be sold said  
7 property which notice Trustee shall cause to be recorded.  
8 Beneficiary also shall deposit with Trustee this Deed of Trust,  
9 said note and all documents evidencing expenditures secured  
10 hereby.

11 After the lapse of such time as may then be required  
12 by law following the recordation of said notice of default, and  
13 notice of sale having been given as then required by law for  
14 the sale of real property under writ of execution, Trustee,  
15 without demand on Trustor, shall sell said property or any part  
16 thereof at the time and place fixed by it in said notice of sale,  
17 either as a whole or in separate parcels, and in such order as  
18 it may determine, at public auction to the highest bidder for  
19 cash in lawful money of the United States, payable at the time  
20 of sale. Trustee may postpone sale of all or any portion of  
21 said property by public announcement at such time and place of  
22 sale, and from time to time thereafter may postpone such sale  
23 by public announcement at the time fixed by the preceding  
24 postponement. In the event that any indebtedness secured here-  
25 by shall not have been fully satisfied by said sale, Trustee may  
26 give notice of sale of any property not previously noticed for  
27 sale in the manner set forth above and sell the same in the  
28 manner set forth above.

29 Trustee shall deliver to any purchaser its deed  
30 conveying the property so sold, but without any covenant or  
31 warranty, express or implied. That recitals in such deed of any  
32 matters or facts shall be conclusive proof of the truthfulness  
thereof. Any person, including Trustor, Trustee, or Beneficiary  
as hereafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of  
Trustee, including a reasonable fee for the attorney of Trustee,  
and of this trust, including co-evidence of title in connection  
with sale, Trustee shall apply the proceeds of sale to payment  
of: all sums expended under the terms hereof, not then repaid,  
with accrued interest at ten per cent per annum; all others sums  
then secured hereby; and the remainder, if any, to the person  
or persons legally entitled thereto.

(7) That Beneficiary, or his assignee, may from time to  
time, by instrument in writing, substitute a successor or  
successors to any Trustee named herein or acting hereunder,  
which instrument, executed and acknowledged and recorded in the  
office of the recorder of the county or counties where said  
property is situated, shall be conclusive proof of proper  
substitution of such successor Trustee or Trustees, who shall,  
without conveyance from the Trustee predecessor, succeed to all  
its title, estate, rights, powers and duties. Said instrument  
must contain the name of the original Trustor, Trustee,  
Beneficiary hereunder the book and page where, or document or  
file number under which this Deed of Trust is recorded, and  
the name and address of the new Trustee. If notice of default  
should have been recorded, this power of substitution cannot be  
exercised until after the costs, fees and expenses of the then  
acting Trustee shall have been paid to such Trustee, who shall  
endorse receipt thereof upon such instrument of substitution.

1 The procedure herein provided for substitution of Trustee shall  
2 be exclusive of other provisions for substitution, statutory  
3 or otherwise.

4 (8) The following covenants: Nos. 1, 3, 4, (interest 10%)  
5 5, 6, 8 and 9 of Nevada Revised Statutes 107.030, when not  
6 inconsistent with other covenants and provisions herein  
7 contained, are hereby adopted and made a part of this Deed of  
8 Trust.

9 (9) The rights and remedies hereby granted shall not  
10 exclude any other rights or remedies granted by law, and all  
11 rights and remedies granted herein under or permitted by law shall  
12 be concurrent and cumulative. A violation of any of the covenants  
13 herein expressly set forth shall have the same effect as the  
14 violation of any covenant herein adopted by reference.

15 (10) It is expressly agreed that the trust created hereby  
16 is irrevocable by Trustor.

17 (11) That this Deed of Trust applies to, inures to the  
18 benefit of, and binds all parties hereto, their heirs, legatees  
19 devisees, administrators, executors, successors and assigns.  
20 The term beneficiary shall mean the owner and holder, including  
21 pledges, of the note secured hereby, whether or not named as  
22 Beneficiary herein. In this Deed of Trust, whenever the context  
23 so requires, the masculine gender includes the feminine and/or  
24 neuter, and the singular number includes the plural.

25 (12) That Trustee accepts this trust when this Deed of  
26 Trust, duly executed and acknowledged, is made a public records  
27 as provided by law. Trustee is not obligated to notify any  
28 party hereto of pending sale under any other Deed of Trust or  
29 any action or proceeding in which Trustor, Beneficiary or  
30 Trustor shall be a party unless brought by Trustee.

31 (13) Trustor agrees to pay any deficiency arising from  
32 any cause after application of the proceeds of the sale held  
in accordance with the provisions of the covenants hereinabove  
adopted by reference.

The undersigned Trustor requests that a copy of any notice  
of default and any notice of sale hereunder be mailed to him at  
his address with the provisions set forth.

REQUEST FOR FULL RECONVEYANCE

TO TRUSTEE

The undersigned is the legal owner and holder of the note  
or notes, and of all other indebtedness secured by the fore-  
going deed of Trust. Said note or notes together with all  
indebtedness secured by said Deed of Trust, have been fully paid  
and satisfied; and you are hereby requested and directed, on  
payment to you of any sums owing to you under the terms of said  
Deed of Trust, to cancel said note or notes above mentioned, and  
all other evidences of indebtedness secured by said Deed of Trust  
Delivered to you herewith, together with the said Deed of Trust,  
and to reconvey, without warranty, to the parties designated by  
the terms of said Deed of Trust, all the estate now held by  
you under the same.

DATED \_\_\_\_\_

LAW OFFICER OF

BATH, McNABNEY,

KEY, PIKE  
& ATCHESON

121 CALIFORNIA AVENUE  
RENO, NEVADA 89509  
702/728-3500



LEGAL DESCRIPTION

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

PARCEL NO. 1

The Southeast Quarter of the Northeast Quarter of Section 28, Township 11 North, Range 22 East, M.D.B. & M.

Assessment Parcel No. 35-110-09-7

PARCEL NO. 2

The Southeast Quarter of the Southwest Quarter of Section 28, Township 11 North Range 22 East, M.D.B. & M.

Assessment Parcel No. 35-110-11-3

PARCEL NO. 3 .

The West half of the Northwest Quarter of Section 28, Township 11 North, Range 22, East, M.D.B. & M.

Assessment Parcel No. 35-110-12-1

PARCEL NO. 4 .

The Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter of Section 20, Township 11 North, Range 22 East, M.D.B. & M.

EXCEPTING THEREFROM; the Northwest Quarter of the Southeast Quarter of the Southwest Quarter of said Section 20.

Assessment Parcel No. 35-110-14-7

PARCEL NO. 5

The Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 20, Township 11 North, Range 22 East, M.D.B. & M.

Assessment Parcel No. 35-110-15-4

PARCEL NO. 6 .

The Northeast Quarter of the Southwest Quarter of Section 17, Township 10 North, Range 23 East, M.D.B. & M.

Assessment Parcel No. 37-540-15-0

7/29/82--11/20/81 LJ

The tract of land situate, lying and being in the County of Douglas, State of Nevada, more particularly described as follows:

The NW 1/4 of the SW 1/4 and the N 1/2 of the SW 1/4 of the SW 1/4 of Section 12, T. 10N., R. 22E., M.D.M., said parcel lies North of the Northerly right-of-way line of State Route 3 and is depicted in color on the attached map, which is made a part hereof by reference.

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EXHIBIT "B"

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COPY

OFFICIAL RECORDS  
WASHOE CO., NEVADA  
RECORD REQUESTED BY

*Fred Hill Archeson*

82 NOV 3 P 3: 07

*121 California Ave  
Reno NV 89509*

JOE MELCHER  
COUNTY RECORDER

FEE 13.00 DEP *JA*

822568

REQUESTED BY  
*Bath, Mc Nabney et al*  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA  
*\$ 13.00*

1982 NOV 24 AM 11: 16

SUZANNE BEAUDREAU  
RECORDER

*Carol J. Lyman  
Dep*

73477  
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