

ESCROW NO. *Accom. 2-85-3-TO*

LONG FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, dated January 31, 1985, between

STEPHEN J. HAYDEN and ANN K. HAYDEN, herein called TRUSTOR, whose address is 6209 Idylwood Lane, Edina, Minnesota 55436 NORTHERN NEVADA TITLE COMPANY, a Nevada corporation, herein called TRUSTEE, and

CPT CORPORATION, a Minnesota corporation, herein called BENEFICIARY.

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Douglas County, Nevada, described as:

set forth in Schedule A attached hereto and made a part hereof.

\* including, without limitation, any amount the Beneficiary may be required to pay on that certain guaranty dated October 30, 1984 of indebtedness of Stephen J. Hayden of up to \$350,000 to The First National Bank of Saint Paul as well as all obligations of Stephen J. Hayden pursuant to that Instrument for Inducement to Guaranty dated October 17, 1984.

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. ~~xxxxx Payment of the indebtedness evidenced by the promissory notes and mortgages and all other instruments secured by the same and all other indebtedness of Trustor or Assigns to Beneficiary~~ 2. Payment of such additional sums as may hereafter be advanced for the account of Trustor or Assigns by Beneficiary with interest thereon, \* SEE ABOVE

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, Trustor agrees:

1. To properly care for and keep said property in good condition and repair; not to remove or demolish any building thereon; to complete in a good and workmanlike manner any building which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, ordinances and regulations requiring any alterations or improvements to be made thereon; not to commit or permit any waste thereof; not to commit, suffer or permit any act to be done in or upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely and proper manner, which, from the character or use of said property, may be reasonably necessary, the specific enumerations herein not excluding the general.

2. The <sup>Trustor</sup>~~Trustor~~ agrees to pay and discharge all costs, fees and expenses of these Trusts, including cost of evidence of title and Trustee's fees in connection with sale, whether completed or not, which amounts shall become due upon delivery to Trustee of Declaration of Default and Demand for Sale, as hereinafter provided.

3. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

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4. The ~~Trustor~~<sup>Trustor</sup> promises and agrees that if during the existence of the Trust there be commenced or pending any suit of action affecting said conveyed premises, or any part thereof, or the title thereto, or if any adverse claim for or against said premises, or any part thereof, be made or asserted, he will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.

5. Any award of damages in connection with any condemnation for public use of or injury to any property or any part thereof is hereby assigned and shall be paid to Beneficiary, who may apply or release such monies received by him in the same manner and with the same affect as herein provided for disposition of proceeds of insurance.

6. Trustee shall be under no obligation to notify any party hereto, of any pending sale hereunder or of action or proceeding of any kind in which ~~Trustor~~<sup>Trustor</sup>, Beneficiary and/or Trustee shall be named as defendant, unless brought by Trustee.

7. Acceptance by Beneficiary of any sum in payment of any indebtedness secured hereby, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as herein provided for failure so to pay.

8. Trustee may, at any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the notes secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said property; reconvey any part of said property; consent in writing to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or subordination agreement in connection herewith.

9. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed of Trust and said note to Trustee for cancellation and retention and upon payment of its fees, the Trustee shall reconvey without warranty the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto". Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed of Trust (unless directed in such request to retain them).

(a) Should default be made by ~~Trustor~~<sup>Trustor</sup> in payment of any indebtedness secured hereby and/or in performance of any agreement herein, then Beneficiary may declare all sums secured hereby immediately due by delivery to Trustee of a written declaration of default and demand for sale, and of written notice of default and election to cause said property to be sold (which notice Trustee shall cause to be filed for record) and shall surrender to Trustee this Deed, the notes and all documents evidencing any expenditure secured hereby.

10. After three months shall have elapsed following recordation of any such notice of default, Trustee shall sell said property at such time and at such place in the State of Nevada as the Trustee, in its sole discretion, shall deem best to accomplish the objects of these Trusts, having first given notice of such sale as then required by law. Place of sale may be either in the county in which the property to be sold, or any part thereof, is situated, or at an office of the Trustee located in the State of Nevada.

(a) Trustee may postpone sale of all, or any portion of said property by public announcement at the time fixed by said notice of sale, and may thereafter postpone said sale from time to time by public announcement at the time previously appointed.

(b) At the time of sale so fixed, Trustee may sell the property so advertised or any part thereof, either as a whole or in separate parcels at its sole discretion at public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale, and shall deliver to such purchaser a deed conveying the property so sold, but without covenant or warranty, expressed or implied. ~~Trustor~~<sup>Trustor</sup> hereby agrees to surrender immediately and without demand, possession of said property to such purchaser.

11. Trustee shall apply the proceeds of any such sale to payment of: expenses of sale and all charges and expenses of Trustee and of these Trusts, including cost of evidence of title and trustee's fee in connection with sale; counsel fees; all sums expended under the terms hereof, not then repaid, with accrued interest at the current legal rate of interest per annum; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.



SCHEDULE A

Parcel S-9-2

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

That portion of the West half of Section 7, Township 13 North, Range 19 East, M.D.M., particularly described as follows:

Parcel 2:

Commencing at the Northwest corner of said Section 7; thence South  $00^{\circ}19'22''$  East along the West line of said Section a distance of 540.00 feet; thence leaving said Section line North  $87^{\circ}33'57''$  East a distance of 256.22 feet to a point in the centerline at the Westerly terminus of a roadway and utility easement 60.0 feet in width as described in that certain document recorded Dec. 11, 1969, in Book 72 of Official Records at Page 103, Douglas County, Nevada, records: thence South  $06^{\circ}37'57''$  East a distance of 962.35 feet to a point; thence North  $60^{\circ}04'11''$  East a distance of 423.89 feet to the True Point of Beginning; thence from the True Point of Beginning North  $60^{\circ}04'11''$  East a distance of 428.00 feet to a point the most Northerly corner of the herein described parcel; thence South  $37^{\circ}28'00''$  East a distance of 480.00 feet, to a point at the most Easterly corner of the herein described parcel; thence South  $62^{\circ}20'54''$  West a distance of 509.00 feet, to the most Southerly corner of the herein described parcel; thence North  $27^{\circ}42'44''$  West a distance of 455.96 feet to the True Point of Beginning.

Together with a 60.0' wide non-exclusive access and utility easement as described in Book 69 at Page 545 on Sept. 16, 1969, Official Records of Douglas County, Nevada,

And together with a 30.0' wide non-exclusive access and utility easement, the centerline of which is further described as follows:

Commencing at the North 1/4 Corner of Section 7, Township 13 North, Range 19 East, M.D.M., thence S  $89^{\circ}47'11''$  W 717.37' along the northerly line of said section 7 to the centerline of a 60.0' wide non-exclusive access and utility easement as described in Book 69 at Page 545 on Sept. 16, 1969, Official Records of Douglas County, thence along said easement centerline the following courses: S  $27^{\circ}05'37''$  E 106.74; S  $27^{\circ}07'27''$  E 68.43'; S  $20^{\circ}02'57''$  E 267.22'; S  $35^{\circ}34'49''$  E 335.92' to the Point of Beginning of said 30.0' wide easement, thence along the centerline S  $65^{\circ}03'25''$  W 661.69', thence S  $76^{\circ}00'00''$  W 494.93' to the end of the 30.0' wide non-exclusive access and utility easement, thence N  $37^{\circ}28'00''$  W 16.35' to the most Northerly corner of Parcel S-9-2.

REQUESTED BY  
Northern Nevada Title Company  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'85 FEB 25 AM 1:02

SUZANNE BEAUDREAU  
RECORDER

\$8<sup>00</sup> PAID *Ju* DEPUTY

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BOOK 285 PAGE 1576