

9  
✓ Jack D. Ferris  
2831 TAMARA CT.  
Minden, Nv. 89423

DEED OF TRUST

THIS DEED OF TRUST made and entered into this 2<sup>nd</sup> day of July, 1990 regardless of the date of execution, by and between GEORGE M. THIEL and CHRISTINE M. THIEL, (hereinafter called "Trustors"), and WESTERN TITLE COMPANY, INC., a Nevada corporation, (hereinafter called "Trustee"), and JACK D. FERRIS and RHONDA L. FERRIS, (hereinafter called "Beneficiaries").

W I T N E S S E T H

That Trustors convey, transfer and assign to Trustee in Trust with power of sale the following described property located in the County of Douglas, State of Nevada, and more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein by this reference.

For the purpose of securing (a) performance of each agreement of Trustors herein contained; (b) payment of an obligation evidenced by a promissory note executed by Trustors in favor of Beneficiaries of even date herewith and any extension or renewal herewith in the principal sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00); (c) payment of additional sums and interest thereon which may hereafter be loaned to Trustors, or their successors-in-interest or assigns when approved in writing by the Beneficiaries, and when evidenced by an instrument reciting that it is secured by this Deed of Trust.

The following provisions of N.R.S. 107.030 are adopted by reference as though more fully set out herein: Covenant 1, Covenant 3, Covenant 4--10%, Covenant 5, Covenant 6, Covenant 7--10%, and Covenant 9.

The Trustors shall bear the cost of the recording of this document.

To protect the security of this Deed of Trust, Trustors agree:

1. To properly care for, maintain and protect said property; to comply with all laws affecting the property not to commit, suffer, or permit any act upon said property in violation of law; and to do all other acts which from the care or use of the property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To appear in and defend any action or proceeding purporting to affect the security hereof or the right or powers of Beneficiaries or Trustee; and to pay all costs and expenses of Beneficiaries and Trustee including costs of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiaries or Trustee may appear or be named, and in any suit brought by Beneficiaries or Trustee to foreclose this Deed of Trust.

3. If Trustors fail to make any payment or to do any act as herein provided, then Beneficiaries or Trustee, but without obligation to do so and without notice to or demand on Trustors and without releasing Trustors from any obligations thereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security thereof, Beneficiaries or Trustee being authorized to enter on the property for such purpose; appear in and defend any action or proceeding purporting to affect the security thereof or the rights or powers of Beneficiaries or Trustee; pay, purchase, contest, or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior thereto; and in exercising any such powers, pay necessary expenses, employ counsel, and pay reasonable counsel fees.

4. To pay immediately and without demand all sums expended by Beneficiaries or Trustee pursuant to the provisions hereof, together with interest from date of expenditure at the rate set forth in the demand note. Any amounts paid by Beneficiaries or Trustee shall become a part of the debt secured by this Deed of Trust and a lien on the property, or immediately due and payable at option of Beneficiaries or Trustee.

IT IS MUTUALLY AGREED THAT:

5. Any award of damages in connection with any condemnation or taking, or for injury to the property by reason of public use, or for damages for private trespass or injury thereto, is assigned and shall be paid to Beneficiaries as further security for all obligations secured hereby (reserving unto Trustors, however, the right to sue therefor and the ownership thereof subject to this Deed of Trust), and on receipt of such monies, Beneficiaries may hold them as such further security, or apply or release them in the same manner and with the same effect as above provided for disposition of proceeds of insurance.

6. Time is of the essence of this Deed of Trust. By accepting payment of any sum secured hereby after its due date, Beneficiaries do not waive their right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

7. At any time or from time to time, and without notice, on written request of Beneficiaries and presentation of this Deed of Trust for endorsement, without liability for payment of the indebtedness secured hereby, without affecting the security hereof for the full amount secured hereby and all property remaining subject thereto, and without the necessity that any sum representing the value or any portion thereof of the property affected by Trustee's action be credited on the obligation, Trustee may (a) release and reconvey all or any part of the property; (b) consent to the making and/or recording of any map or plat of the property or any part thereof; (c) join in granting any easement thereon; and (d) join in or consent to any extension agreement or any agreement subordinating the lien, encumbrance, or charge hereof.

8. On written request of Beneficiaries stating that all sums secured hereby have been paid, on surrender of this Deed of Trust and Note to Trustee for cancellation and retention, and on payment of its fees, Trustee shall release and convey, without covenant or warranty, express or implied, the property held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

9. Beneficiaries may appoint a successor Trustee in the manner prescribed by law. A successor Trustee herein shall, without conveyance from the predecessor Trustee, succeed to all the predecessor's title, estate, rights, powers, and duties. Trustee may resign by mailing or delivering notice thereof to Beneficiaries and Trustors.

10. This Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term "Beneficiaries" shall mean the owners and holders of the Note secured hereby, whether or not named as Beneficiaries herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the plural.

11. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is obligated to notify all parties hereto of a pending sale under any other Deed of Trust or of any action or proceeding in which Trustors, Beneficiaries, or Trustee is a party unless brought by Trustee.

12. Trustors agree that they will notify Beneficiaries of any pending sale with respect to the property which is secured by this Deed of Trust or any action of proceeding which affects the property which is the subject of this Deed of Trust.

13. No prepayment penalty is made a part of this instrument.

14. Further, Beneficiaries acknowledge and agree that they will execute a full reconveyance upon payment of the indebtedness evidenced by the Promissory Note which is secured by this Deed of Trust.

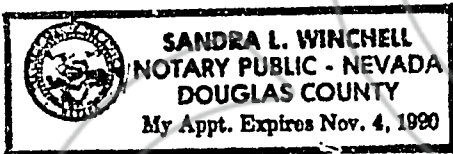
15. For all purposes of any notices or default required by law or otherwise to be given to Trustors, and unless Beneficiaries are otherwise instructed hereafter in writing by Trustors, Trustors' address shall be: George M. Thiel and Christine M. Thiel, 2801 Tamara, Route 3, Minden, Nevada 89423.

By *George M. Thiel*  
GEORGE M. THIEL

By *Christine M. Thiel*  
CHRISTINE M. THIEL

STATE OF NEVADA )  
COUNTY OF *Douglas* ) ss.

On this *25* day of *July*, 1990, personally appeared before me, a Notary Public, GEORGE M. THIEL and CHRISTINE M. THIEL, known to me to be the persons who acknowledged to me that they executed the foregoing instrument freely and voluntarily and for the uses and purposes therein mentioned.



*Sandra L. Winchell*  
NOTARY PUBLIC

EXHIBIT "A"

LEGAL DESCRIPTION

(Parcel B1)

A portion of the Southwest 1/4 of the Southwest 1/4 of Section 29 and a portion of the Southeast 1/4 of the Southeast 1/4 of Section 3, both in Township 14 North, Range 20 East, M.D.B.&M. in the County of Douglas, STATE OF NEVADA, being more particularly described as follows:

Beginning at the Northeast Corner of Parcel B1 of the Record of Survey recorded July 2, 1990 in Book 790, Page 174 as Document No. 229487, Official Records of said Douglas County; thence S. 0°04' 48" W., 1248.08 feet; thence S. 89°59' 47" W., 1291.50 feet to the beginning of a curve, concave to the Northeast and having a radius of 20.00 feet; thence Westerly and Northerly along said curve through a central angle of 90°05' 01" an arc distance of 31.45 feet; thence N. 0°04' 48" E., 607.88 feet; thence S. 89°50' 09" E., 648.26 feet; thence N. 0°05' 03" E., 625.99 feet; thence S. 89°39' 57" E., feet to the POINT OF BEGINNING.

Said Parcel Contains 28.362 Acres, more or less.

REQUESTED BY  
*Jack D. Ferris*  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'90 JUL 30 P1:10

SUZANNE BEAUDREAU  
RECORDER

\$ 9.00 PAID *OK* DEPUTY

231209

BOOK 790 PAGE 4155