

1 When recorded mail to:
 2 Michael Smiley Rowe, Esq.
 3 P. O. Box 2080
 4 Minden, NV 89423

5 SECOND DEED OF TRUST

6 This Second Deed of Trust, made this 30th day of June,
 7 1995, notwithstanding a later date of execution hereof, by and
 8 between EDNA J. WALKER, as her sole and separate obligation, as
 9 Trustor, and MICHAEL SMILEY ROWE, ESQ., as Trustee, and WILLIAM W.
 10 SECOR and EFFIE J. SECOR, Husband and Wife as joint tenants, as
 11 beneficiary. (It is distinctly understood that the words
 12 "Trustor" and "Beneficiary" and the word "his" referring to the
 13 Trustor or Beneficiary, as herein used, are intended to and do
 14 include the masculine, feminine and neuter genders and the
 15 singular and plural numbers, as indicated by the context.)

16 WITNESSETH: That said Trustor hereby grants, conveys
 17 and confirms unto said Trustee in trust with power of sale, the
 18 following described real property situate in the unincorporated
 19 County of Douglas, State of Nevada, to-wit:

20 The land referred to herein is situated in
 21 the State of Nevada, County of Douglas,
 22 described as follows:

23 All that certain lot, piece or parcel of land
 24 situate lying and being a portion of the
 25 Northwest 1/4 of the Southwest 1/4 of Section
 26 4, Township 12 North, Range 20 East,
 27 M.D.B.&M., more particularly described as
 28 follows:

Beginning at a point whence the 1/4 section
 corner between Sections 4 and 5 in Township 12
 North, Range 20 East, M.D.B.&M., bears North
 76° 26' West 15 chains and 92 links distance;

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1 thence running South 5½° East 2 chains and 30
2 links along a fence to the Northerly side of
3 the Public road; thence South 48½° East along
4 the Northerly line of said road 4 chains and
5 75 links to the Southeast corner of a field;
6 thence North 1° 41' East along a line of fence
7 on the East side of said field, 5 chains and
8 48 links; thence due West 4 chains along a
9 fence to the PLACE OF BEGINNING.

10 Assessors Parcel No. 25-144-02

11 TOGETHER WITH all and singular the tenements,
12 hereditaments and appurtenances thereunto belonging or anywise
13 appertaining, and the reversion and reversions, remainder and
14 remainders, rents, issues and profits thereof, and also all the
15 estate, right, title and interest, homestead or other claim or
16 demand, as well in law as in equity, which the Trustor now has or
17 may hereafter acquire, or, in or to the said premises or any part
18 thereof, with the appurtenances.

19 As additional security, Trustor hereby assigns all rents
20 from such property and gives to and confers upon Beneficiary the
21 right, power and authority, during the continuance of these
22 Trusts, to collect the rents, issues, and profits of said
23 property, reserving unto Trustor the right, prior to any default
24 by Trustor in payment of any indebtedness secured hereby or in
25 performance of any agreement hereunder, to collect and retain such
26 rents, issues, and profits as they become due and payable.

27 Upon any such default, Beneficiary may at any time
28 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

1 for or otherwise collect such rents, issues, and profits,
2 including those past due and unpaid, and apply the same, less
3 costs and expenses of operation and collection, including
4 reasonable attorney's fees, upon any indebtedness secured hereby,
5 and in such order as Beneficiary may determine.

6 The entering upon and taking possession of said
7 property, the collection of such rents, issues and profits, and
8 the application thereof as aforesaid, shall not cure or waive any
9 default or notice of default hereunder or invalidate any act done
10 pursuant to such notice.

11 TO HAVE AND TO HOLD the same unto the said Trustee and
12 his successors, upon the trusts hereinafter expressed:

13 As security for the payment of (a) ONE HUNDRED SIXTY-
14 FIVE THOUSAND DOLLARS AND NO/100 CENTS (\$165,000.00) in lawful
15 money of the United States of America, together with interest at
16 the rate of 3.63%, at the rate of \$500.00 per month, interest only
17 payments being made by Trustor according to the terms of the
18 promissory note or notes for said sum executed and delivered by
19 Trustor to Beneficiary; and (b) such additional amounts as may be
20 hereafter loaned by the Beneficiary or his successor to the
21 Trustor, or any successor in interest of the Trustor, and any
22 other indebtedness or obligation of the Trustor, and any present
23 or future demands of any kind or nature which the Beneficiary, or
24 his successor, may have against the Trustor, whether created
25 directly or acquired by assignment; whether absolute or
26 contingent; whether due or not, or whether otherwise secured or
27 not, or whether existing at the time of the execution of this
28 instrument, or arising thereafter; also as security for the

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1 payment and performance of every obligation, covenant, promise or
2 agreement herein or in said note or notes contained.

3 Trustor grants to Beneficiary the right to record notice
4 that this deed of trust as security for additional amounts and
5 obligations not specifically mentioned herein but which constitute
6 indebtedness or obligations of the Trustor for which Beneficiary
7 may claim this deed of trust as security.

8 AND THIS INDENTURE FURTHER WITNESSETH:

9 FIRST: The Trustor promises and agrees to pay when due
10 all claims for labor performed and materials furnished for any
11 construction, alteration or repair upon the above-described
12 premises; to comply with all laws affecting said property or
13 relating to any alterations or improvements that may be made
14 thereon; not to commit, suffer or permit any acts upon said
15 property in violation of any law, covenant, condition or
16 restriction affecting said property.

17 SECOND: The Trustor promises to properly care for and
18 keep the property herein described in first-class condition, order
19 and repair; to care for, protect and repair all buildings and
20 improvements situate thereon; and otherwise to protect and
21 preserve the said premises and the improvements thereon and not to
22 commit or permit any waste or deterioration of said buildings and
23 improvements or of said premises. If the above-described property
24 is farm land, Trustor agrees to farm, cultivate and irrigate said
25 premises in a proper, approved and husbandmanlike manner.

26 THIRD: The following covenants, Nos. 1, 2 (\$200,000.00
27 amount of insurance), 3, 4 (interest 3.63% per annum), 5, 6, 7
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1 (counsel fees 10%) and 8 of N.R.S. 107.030 are hereby adopted and
2 made a part of this deed of trust.

3 FOURTH: Beneficiary may, from time to time, as provided
4 by statute, or by a writing, signed and acknowledged by him and
5 recorded in the office of the county recorder of the county in
6 which said land or such part thereof as is then affected by this
7 deed of trust is situated, appoint another Trustee in place and
8 stead of Trustee herein named, and thereupon, the Trustee herein
9 named shall be discharged and Trustee so appointed shall be
10 substituted as Trustee hereunder with the same effect as if
11 originally named Trustee herein.

12 FIFTH: Trustor agrees to pay any deficiency arising
13 from any cause after application of the proceeds of the sale held
14 in accordance with the provisions of the covenants hereinabove
15 adopted by reference.

16 SIXTH: The rights and remedies hereby granted shall not
17 exclude any other rights or remedies granted by law, and all
18 rights and remedies granted hereunder or permitted by law shall be
19 concurrent and cumulative. A violation of any of the covenants
20 herein expressly set forth shall have the same effect as the
21 violation of any covenant herein adopted by reference.

22 SEVENTH: In the event of any tax or assessment on the
23 interest under this deed of trust it will be deemed that such
24 taxes or assessments are upon the interest of the Trustor, who
25 agrees to pay such taxes or assessments although the same may be
26 assessed against the Beneficiary or Trustee.

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1 EIGHTH: All the provisions of this instrument shall
2 inure to, apply, and bind the legal representatives, successors
3 and assigns of each party hereto respectively.

4 NINTH: In the event of a default in the performance or
5 payment under this deed of trust or the security for which this
6 deed of trust has been executed, any notice given under Section
7 107.080 N.R.S. shall be given by registered letter to the
8 Trustor(s) addressed to EDNA J. WALKER, 1283 CENTERVILLE LANE,
9 GARDNERVILLE, NEVADA 89410 and such notice shall be binding upon
10 the Trustor(s), Assignee(s), or Grantee(s) from the Trustor(s).

11 TENTH: It is expressly agreed that the trusts created
12 hereby are irrevocable by the Trustor.

13 ELEVENTH: If the Trustor shall sell, convey or alienate
14 said property or any part thereof or any interest therein, or
15 shall be divested of his title in any manner or way, whether
16 voluntary or involuntary, any indebtedness or obligation secured
17 hereby, irrespective of the maturity dates expressed in any note
18 evidencing same, at the option of the holder hereof, and without
19 demand or notice, shall immediately become due and payable.

20 IN WITNESS WHEREOF, the Trustor has executed these
21 presents the day and year first above written.

22
23 
24 EDNA J. WALKER

25 ADDRESS OF TRUSTOR:
26 1283 CENTERVILLE LANE
27 GARDNERVILLE, NEVADA 89410
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A C K N O W L E D G E M E N T

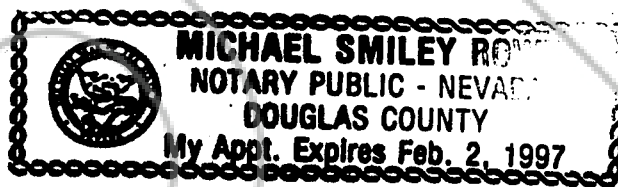
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STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On May 10th, 1996, Before me, the undersigned, a Notary Public in and for said County and State, personally appeared EDNA J. WALKER known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

This instrument was acknowledged before me on this 10th day of May, 1996, by EDNA J. WALKER.

Michael Smiley Rowe
NOTARIAL OFFICER



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REQUESTED BY
Michael Smiley Rowe
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'96 MAY 13 AM 1:29

LINDA SLATER
RECORDER

PAID KJ DEPUTY

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