

00500346-LCP.
APN 23-040-21

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 27TH day of APRIL, 2000, by and between DUNCAN MORGAN GETTY and MARY SAELI GETTY, husband and wife as joint tenants, hereinafter called "TRUSTOR", and RURAL NEVADA DEVELOPMENT CORPORATION, hereinafter called "TRUSTEE", and RURAL NEVADA DEVELOPMENT CORPORATION, hereinafter called "BENEFICIARY". (It is distinctly understood that the words "Trustor" and "Beneficiary" and the word "his" referring to the Trust or Beneficiary, as herein used, are intended to and do include the masculine, feminine and neuter genders and the singular and plural numbers as indicated by the context.)

WITNESSETH:

THAT WHEREAS, said TRUSTOR is justly indebted to said BENEFICIARY in the sum of One Hundred Thousand Dollars (\$100,000.00), legal tender of the United States of America, as evidenced by that certain Promissory Note of even date herewith, made and executed by said TRUSTOR.

That said TRUSTOR hereby grants, conveys and confirms unto said TRUSTEE in trust with power of sale, the following described real property, together with the buildings, structures and improvements thereon and everything appurtenant thereto, together with all rents, issues and profits of said premises, situate in the County of Douglas, State of Nevada, to-wit:

A parcel of land situate within the North 1/2 of the Northeast 1/4 of Section 18 and within the South 1/2 of the Southeast 1/4 of Section 7, Township 13 North, Range 20 East, M.D.B.&M., Douglas County, Nevada, and being more particularly described as follows:

COMMENCING at the Section corner common to Sections 7, 8, 17 and 18, said corner being marked with a 1/2 inch steel pin; thence along the section line common to Sections 7 and 18, North 89 degrees 22' 40" West, 1071.18 feet to the TRUE POINT OF BEGINNING; thence leaving said section line, South 00 degrees 07' 00" West, 462.76 feet to a point; thence North 88 degrees 54' 17" West, 1,505.09 feet to a point on the Easterly right-of-way line of U.S. Highway 395; thence along said Easterly right-of-way line, North 00 degrees, 22' 30" West, 475.38 feet to a point; thence leaving said Easterly right-of-way line South 89 degrees 22' 40" East, 990.00 feet to a point; thence North 00 degrees 22'30" West, 279.88 feet to a point; thence South 89 degrees 22' 40" East, 521.42 feet to a point; thence South 00 degrees 07' 00" West, 304.85 feet to the TRUE POINT OF BEGINNING.

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LAW OFFICE OF
STEVE L. DOBRESCU
A PROFESSIONAL CORPORATION
P.O. Box 599
ELY, NEVADA 89301
(702) 289-4554

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1 Said parcel being further shown as Parcel 5 on Record of Survey for F.A.
2 Thaheld, et als, Trustees, filed in the office of the Douglas County Recorder,
3 recorded on October 4, 1984 in Book 1084, Page 868, Document No.
4 108223 of Official Records.

5 TOGETHER WITH ALL AND SINGULAR the tenements, hereditaments and
6 appurtenances thereunto belonging or anywise appertaining, and the reversion and
7 reversions, remainder and remainders, rents, issues and profits thereof, and also all the
8 estate, right, title and interest, homestead or other claim or demand, as well in law as in
9 equity, which the TRUSTOR now has or may hereafter acquire, in or to the said premises
10 or any part thereof, with the appurtenances.

11 As additional security, TRUSTOR hereby assigns all rents from such property
12 and gives to and confers upon BENEFICIARY the right, power and authority, during the
13 continuance of these Trusts, to collect the rents, issues, and profits of said property,
14 reserving unto TRUSTOR the right, prior to any default by TRUSTOR in payment of any
15 indebtedness secured hereby or in performance of any agreement hereunder, to collect
16 and retain such rents, issues, and profits as they become due and payable.

17 Upon any such default, BENEFICIARY may at any time without notice, either
18 in person, by agent, or by a receiver to be appointed by a court, and without regard to the
19 adequacy of any security for the indebtedness hereby secured, enter upon and take
20 possession of said property or any part thereof, in his own name for or otherwise collect
21 such rents, issues, and profits, including those past due and unpaid, and apply the same,
22 less costs and expenses of operation and collection including reasonable attorney's fees,
23 upon any indebtedness secured hereby, and in such order as BENEFICIARY may
24 determine.

25 The entering upon and taking possession of said property, the collection of
26 such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or
27 waive any default or notice of default hereunder or invalidate any act done pursuant to
28 such notice.

TO HAVE AND TO HOLD the same unto the said TRUSTEE and its
successors, upon the trusts hereinafter expressed:

As security for the payment of One Hundred Thousand Dollars
(\$100,000.00), in lawful money of the United States of America, with interest thereon in like
money and with expenses and counsel fees according to the terms of the Promissory Note
or Notes for said sums executed and delivered by the TRUSTOR to the BENEFICIARY;
such additional amounts as may be hereafter loaned by the BENEFICIARY or his
successor to the TRUSTOR or any of them, or any successor in interest of the TRUSTOR,
with interest thereon, and any other indebtedness or obligation of the TRUSTOR or any
of them, and any present or future demands of any kind or nature which the
BENEFICIARY, or his successor, may have against the TRUSTOR or any of them, whether
created directly or acquired by assignment; whether absolute or contingent; whether due

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1 or not, or whether otherwise secured or not, or whether existing at the time of the execution
2 of this instrument, or arising thereafter; also as security for the payment and performance
3 of every obligation, covenant, promise or agreement herein or in said note or notes
4 contained.

5 TRUSTOR grants to BENEFICIARY the right to record notice that this Deed
6 of Trust is security for additional amounts and obligations not specifically mentioned herein
7 but which constitute indebtedness or obligations of the Trustor for which BENEFICIARY
8 may claim this Deed of Trust as security.

9 AND THIS INDENTURE FURTHER WITNESSETH:

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

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

23 THIRD: The following covenants, Nos. 1,2, \$100,000.00
24 (amount of insurance) 3,4 nine percent (9%) per annum (interest), 5,6,7 fifteen percent
25 (15%) (counsel fees) and 8 of NRS 107.030 are hereby adopted and made a part of this
26 Deed of Trust.

27 FOURTH: BENEFICIARY may, from time to time, as provided by statute, or
28 by a writing, signed and acknowledged by him and recorded in the office of the County
Recorder of the county in which said land or such part thereof as is then affected by this
Deed of Trust is situated, appoint another TRUSTEE in place and stead of TRUSTEE
herein named, and thereupon, the TRUSTEE herein named shall be discharged and
TRUSTEE so appointed shall be substituted as TRUSTEE hereunder with the same effect
as if originally named TRUSTEE herein.

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

SIXTH: The rights and remedies hereby granted shall not exclude any other

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1 rights or remedies granted by law, and all rights and remedies granted hereunder or
2 permitted by law shall be concurrent and cumulative. A violation of any of the covenants
3 herein expressly set forth shall have the same effect as the violation of any covenant
4 herein adopted by reference.

5 SEVENTH: In the event of any tax or assessment on the interest under this
6 Deed of Trust it will be deemed that such taxes or assessments are upon the interest of
7 the TRUSTOR, who agrees to pay such taxes or assessments although the same may be
8 assessed against the BENEFICIARY or TRUSTEE.

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

11 NINTH: In the event of a default in the performance or payment under this
12 Deed of Trust or the security for which this Deed of Trust has been executed, any notice
13 given under Section 107.080 N.R.S. shall be given by registered letter to the TRUSTOR(S)
14 at the address herein, 740 Park Avenue, Ely, Nevada 89301, and such notice shall be
15 binding upon the TRUSTOR(S), and any Assignee(s), or Grantee(s) from the
16 TRUSTOR(S).

17 TENTH: It is expressly agreed that the trusts created hereby are irrevocable
18 by the TRUSTOR.

19 ELEVENTH: The entire unpaid balance and interest is due and payable at
20 the option of the holder of this note upon the encumbrance, sale or transfer of all or part
21 of the real property which is secured by a Promissory Note of even date herewith.

22 IN WITNESS WHEREOF, the TRUSTOR has executed these presents the
23 day and year first above written.

24 
25 _____
26 DUNCAN MORGAN GETTY

27 
28 _____
29 MARY SAELI GETTY

30 STATE OF NEVADA)
31 : ss.
32 County of Douglas)

33 On this 27 day of April, 2000, personally appeared before me, a
34 Notary Public for said County and State, DUNCAN MORGAN GETTY and MARY SAELI
35 GETTY, husband and wife, known or proven to me to be the persons described herein,
36 who acknowledged to me that they executed the forgoing Deed of Trust freely and
37 voluntarily and for the uses and purposes therein mentioned.

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IN WITNESS WHEREOF, I have hereunder set my hand and affixed my official seal the day and year last above written.

Lori Mae Silva

NOTARY PUBLIC



When recorded mail to: Rural Nevada Development Cororation
C/O Community Business Resource Center
116 E. 7th Street, Ste #3
Carson City, Nevada 89701

COOPER

REQUESTED BY

STEWART TITLE of DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2000 APR 28 AM 10: 53

LINDA SLATER
RECORDER

\$ 11.00 PAID KD DEPUTY

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