Lincoln County

THIS DEED OF TRUST, made this 24th day of May				
A.D., 19 71 by and between WILLIAM U. SCHOFIELD and FREEDA M. SCHOFIELD, husband and wife				
as joint tenants				
As Trustor, and				
a corporation duly organized and existing under and by virtue of the laws of the State of				
As Trustee, and FIRST NATIONAL BANK OF NEVADA, Reno, Nevade, a corporation organized and existing under and by virtue of the leave of the United States of American, as Beneficiary. (It is distincly understood that the word "Trustor" and the word "his" referring to the indicated by the context.)				
WITNESSETH: That said Trustor hereby grants, conveys and confirms unto said Trustee in trust with power of sale, the following described				
real property situate in the				
County of Lincoln State of Nevada, to-wit:				
See Legal Description marked Schedule "A" attached hereto and by this reference made a part hereof.				

Together with all and singular the tenements, hereditements and appurtenences thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, subject, however, to the right, power and authority reversion and reversions, remainder and remainders, rents, issues and prorits thereor, subject, nowever, to the right, power and authority hereinafter given to and conferred upon the Beneficiary to collect and apply such rents, issues and profits; and also all water and water rights used in connections therewith, all shares of stock evidencing the same, purpoing stations, engines, mechinery, pipes and disches; and also all the estate, right, title and interest, homestead or other claim or demend, as well in law as in equity, which the Trustor now has or hereafter may sequirs of, in, and to the said premises, or any part thereof, with the appurtens

TO HAVE AND TO HOLD the same unto the said Trustee and its successors, upon the trusts herainsfiter expressed, namely:

As security for the payment of (a) ONE HUNDRED TWELVE THOUSAND AND NO/100----

in lawful money of the United States of America, with interest thereon in like lawful money and with expenses and coursel fees according to in lawful money of the United States of America, with interest thereon in sike lawful money and with expenses and coulder less according to the terms of the promissory note or notes for said sum executed and delivered by the Trustor to the Beneficiary; (b) such additional amounts as the terms of the promissory note or notes for said sum executed and delivered by the Trustor to the Beneficiary; (b) such additional amounts as may be hereafter loaned by the Beneficiary or its 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 demends of any kind or nature which the Beneficiary, or its successor, may have against the Trustor or any of them, whether created directly or acquired by assignment; nature writin the genericiary, or its successor, may have against the Trustor or any of them, whether desertly or acquired by assignment; whether absolute or contingent; whether due or not, or whether otherwise secured or not, or whether existing at the time of the execution of this instrument, or arising thereafter; also as security for the payment and performance of every obligation, coverant, promise or agreement herein or in said note or notes contained. Trustor grants to beneficierly the right to record notice that this deed of trust is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations of the trustor for which beneficiary may claim this deed of trust as security.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: The Trustor promises to properly care for and keep the property herein described in first class condition, order and repair; to care FIRST: The Trustor promises to properly care for and keep the property herein described in first class condition, order and repair; to care for, protect and repair all buildings and improvements situate thereon; not to remove or demolish any buildings or other improvements situate thereon, not complete in a good workmanlike manner any building or other improvement which may be constructed thereon, and to pay, when due, all claims for labor performed and for materials furnished therefor; to underpin and support, when necessary, any building or other improvement aituate thereon, and otherwise to protect and preserve the same; to comply with all laws, ordinances and regulations with reference to any alterations or improvements made thereon; not to commit or permit any waste or deterioration of said buildings and improvements or of said premises; to keep insured all buildings and improvements on said property against loss or damage by fire and such other casualties as may be designated by the Beneficiary, in an amount not lass than the sum due the Beneficiary, or for their insurable value, whichever is lower, in some insurance company or companies to be approved by the Beneficiary, the policies of which insurance shalf be payable in case of loss to the Beneficiary and shall be delivered to and held by it as security, which said delivery shall constitute an assignment by Trustor to Beneficiary of all rights under the policy, including any approved by the Beneficiary, the policies of which insurance shall be payable in case of loss to the Beneficiary and shell be delivered to and held by it as security, which said delivery shall constitute an assignment by Trustor to Beneficiary of all rights under the policy, including any return premium; to pay, when due, all taxes, assessments and levies affecting said property (including assessments on appurtenant water stock) and any costs or penalties thereon: to pay, when due, all mortgages, deeds of trust and other encumbrances which are or epoper to be a lien or a charge upon the property or any part thereof, prior to this deed of trust. If the above described property is ferm land, Trustor agrees to farm, cultivate, and irrigate said premises in a proper, approved and husbandmanike manner; to keep said premises free from weeds. Bermude and Johnson grasses; to keep all vineyards, and orchards, and crops, now or heraafter planted on said premises, property cultivated, irrigated, pruned, sprayed and fuminiseds to replace all dead or unproductive vines or trees with new ones; to keep all buildings, fences, ditches, canals, wells and any and all other farming improvements on said premises in first sheep condition, order and receive. canals, wells and any and all other farming improvements on said premises in first blass condition, order and repair

The trustor promises that together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby that the trustor may be required to pay to the beneficiary at the option of the beneficiary each month until the said note is fully peid, the following sums:

- A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Dead of Trust plus the premium that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as a timated by the beneficiary) lies all sums already paid therefore, divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent. Such sums to be held by the beneficiary in trust to pay said ground rents, premiums, taxes and special assessments before the same become delinquent; and,
- All the payments mentioned in the above sub-section of this paragraph, and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the trustor each month in a single payment to be applied by the beneficiary to the following items in order set forth:
 - 1, Ground rents, taxet, special assessments, fire and other hazard insurance premiums.
 - Interest on the note secured hereby.
 - Amortization of the principal of said nots.

All deficiency in the amount of any such aggregate monthly payment shall, unless made good by the trustor prior to the due date of the next such payment, constitute an event of default under this. Deed of Trust. Beneficiary may collect a "late charge" not to exceed two cents (2¢) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in hendling delinque

If the Trustor fails to make any payment or perform any act which he is obligated to make or perform hereby, then the Trustee, or Beneficiary, at the election of either of them, without demand or notice to the Trustor, or any successor in interest of the Trustor, or any either, may make such payment or perform such act and incur any liability, or expend whatever amounts, in its absolute discretion, it may deem necessary therefor. All sums incurred or expended by the Trustee, or Beneficiary, under the terms hereof, shall become immediately due and payable by the Trustor to the Trustee, or Beneficiary, when so incurred or expended, and shall bear interest until paid at the annual percentage rate of 10% and shall be secured hereby.

SECOND: The Trustor promises to appear and defend any action or proceeding purporting to affect the interest of the Beneficiary hierander, or the said property or any part thereof, or the rights, powers and duties of the Trustee hereunder; and the Trustee or Beneficiary may likeway appear in and defend any such action or proceedings and take such action therein as either of them may be advised; and all costs and expenses, including costs of evidence of title, and reasonable attorney fees incurred or expended by the Beneficiary or Trustee in such action or proceeding, shall become immediately due from the Trustor to the Beneficiary or Trustee when so incurred or expended, and shall be sourced hereby until paid at the annual percentage rate of 10% and shall be sourced hereby.

In the event that any action or proceeding is brought to exercise the right of eminent domain on said property, or any part thereof, the Trustor agrees to pay to the Beneficiary all sums received by him as compensation or damages for the condemnation of said property, or any part thereof, and said sum shall be applicable to the payment of the indebtedness secured hereby, whether due or not.

THIRD: As additional security, Trustor hereby gives to and confers upon the Beneficiary the right, power and authority during the continuance of these trusts to collect the rents, issues and profits of said property or of any personal property located thereon, with or without taking possession of the property affected hereby, reserving unto the Trustor the right, prior to any default by Trustor in payment of any accrue and become payable.

FOURTH: The Trustee or Beneficiary may enter the premises and inspect the same at any time during the existence of the trust hereby created, and in case default be made in the payment of any sum secured hereby, or in the performance of any act the performance of which is secured hereby, the Trustee shall be entitled at any time, at its option, either by itself or by a Receiver to be appointed by a court therefor, to enter upon and take possession of the above-granted premises, or any part thereof, and to do and perform such acts of repair, cultivation, protection or irrigation as may be necessary or proper to conserve the value thereof; and to do and perform such acts of repair, cultivation, rental, term and upon such conditions as its judgment may dictate, and to collect and receive the rents, issues and profits thereof; also to prepare for harvest, harvest, remove and sell any crops that may be growing upon said premises (which rents, issues, profits and crops, present and future, are hereby assigned to the Trustee as further security, but which assignment Trustee agrees not to enforce so long as Trustor in default in payment of any sum or performance of any act to be made or performed hereunder, provided that in no event shall the Trustor collect any of said rents, issues and profits prior to accrual), and apply such rents, issues and profits, or the proceeds of the sale of any of said crops, in the manner hereinafter specified in respect of proceeds of sale of said premises, and also to do any other act or acts, as it may deem necessary or proper, in the use, management or operation of the said premises, or to protect or conserve the value thereof, the specific enumerations herein not excluding the general; and in the event that the Trustee shall exercise the option in this paragraph granted, the Trustor agrees to surrender to the Trustee peaceable possession of said premises, and not to interfere in any manner with the exercise of the rights in this paragraph granted; and the expenses therein incurred, inc

FIFTH: The Beneficiary may without notice to or consent of Trustor extend the time of the payment of any indebtedness secured hereby to any successor in interest of the Trustor without discharging the Trustor from liability thereon. If the Trustor shall sell, convey or alienate said property or any part thereof, or any interest therein, or shall be divested of his title in any manner or way, whether voluntary or involuntary, any indebtedness or obligation secured hereby, irrespective of the maturity dates expressed in any note evidencing the same, at the option of the holder hereof, and without demand or notice, shall immediately become due and payable. At any time, or from time to time, without liability therefor and without notice, upon written request of the Beneficiary, and without affecting the personal liability of any person for the payment of the indebtedness secured hereby, or the effect of this deed of trust upon the remainder of the said property. Trustee may: Reconvey any pert of said property, consent to the meking of any map or plat thereof; join in granting any essement thereon, or join in any extension agreement, or any agreement subordinating the lien or charge hereof. Acceptance by Beneficiary of any sum in payment of any indebtedness secured hereby, after the date when the same is due, or after the filing of breach and election to sell, shall not constitute a waiver of the right either to require promote payment when due of all other sums so secured, or to declare default as herein provided for failure so to pay, or to proceed with the sale under any such notice of breach and election to sell, for any unpaid balance of said indebtedness. If the Beneficiary holds any additional security for any obligation secured hereby, it may enforce the sale thereof, at its option, either before or after a sale is made hereunder.

The Trustee or Beneficiary may at any time commence and maintain an action in any court of competent jurisdiction and obtain the aid and direction of said court in the execution by it of the trusts, or any of them, herein expressed or contained, and may, in such action, obtain orders or decrees, interfacutory or final, of said court, directing the execution of suit trusts, and directing, confirming or approving its acts or any of them, or any sales or conveyances made or to be made by it, adjudging the validity thereof and further determining any deficiency on the part of the Trustor remaining after such sale, and directing that the purchasers of the land and premises sold be put into immediate possession thereof, and providing for orders of court or other process, requiring the sheriff of the county in which said lands and premises are situate to place and maintain the said purchasers in quiet and peaceable possession of the lands and premises so purchased by them. In the event of default hereunder the Trustee may, at its option, bring an action in any court of competent jurisdiction to foreclose this instrument as a mortgage, or to enforce any of the covenants hereof. The Beneficiary may also bring an action to enforce the payment of any note or indebtedness secured hereby, without causing the Trustee to sell the property as herein provided, the said Trustor hereby waiving any provision of law requiring that the security conveyed by the Trustor to the Trustee herein be sold prior to the commencement of any such action. The rights and remedies hereby granted shall not exclude any other rights or remedies granted herein, or by law, and all rights and remedies granted hereinder, or permitted by lew, shall be, concurrent and cumulative. In any exclose brown to the prosecution of said action.

SIXTH: Upon payment of all sums secured hereby, the Trustee shall seconvey, without warranty, the state vested in it hereby, and the grantee in said reconveyance may be described in general terms as "the person or persons legally entitled thereto". The recitels in any full or partial reconveyance shall be conclusive proof against all persons of the truthfulness thereof. All reconveyances shall be at the cost of the grantee.

SEVENTH: If breach or default be made in the prompt payment, when due, of any sum secured hereby, or in the performence of any promise contained herein, or contained in any conveyance under which said trustor claims or derives title, then and at any time thereafter the Beneficiary hereunder may declare all sums secured hereby immediately due and payable, without demand or notice; and the Beneficiary or Trustee shall record in the office of the County Recorder of the county or counties wherein said property or any part thereof is situated, a notice of such breach or default and election to cause the said property to be sold to satisfy the indebtedness and obligations secured hereby, as provided by the laws of the State of Nevade with reference to the foreclosure of deeds of trust.

On application of the Beneficiary, and after at least three months shall have elapsed following the recordation of said notice of breach or default, the Trustee shall give notice of the time and place of sale in the manner and for a time not less than that required by law for the sale or sales of real property under execution, and without demand on separate parcels, and in such order as it may determine, at public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the praceding postponement, and without further notice it may make such sale at the time to which the same shall be appointed. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitel in any such deed of any matters or facts stated either specifically or in general terms, or as conclusions of law or fact, shall be conclusive against all persons so tall matters or facts there in recited. Any persons, including Trustor, Trustee or Beneficiary, may purchase at such sale. Trustor hereby agrees to surrender immediately, and without demand, possession of said property to any purchaser at any sale held hereunder. In the conduct of any such sale the Trustee may act itself, or through any auctioneer, agant or attorney. In addition to the indebtedness and other obligations secured hereby, the Trustee may act itself, or through any auctioneer, agant or attorney. In addition to the indebtedness and other obligations secured hereby, the Trustor hereby agrees to pay the expenses of such sale and of this trust, and compensation of the Trustee in an amount equal to one per cent (5%) of the amount remaining unpaid, but in no event less than One Hundred Dollars (\$100.00), and also such sums, if any, as Trustee

Lincoln County

EIGHTH: Any Trustor who is a married women hereby expressly agrees that recourse may be had against her separate property for any deficiency after the sale of the property hereunder.

NINTH: Said Trustor hereby agrees that whenever said Beneficiary or Trustee shall record said notice of breach or default and of election of Beneficiary to sell or cause to be sold said property, or whenever said Trustee shall give notice of sale of said property as herein provided, said recordation of notice of breach or default, or publication of notice of sale, shall igno facto, so far as regards the indebtedness hereby secured and this instrument, extend eny and all statutes limiting the time for the commencement of actions to enforce the payment of the sums secured hereby or any part thereof, which are now or which may hersefter be in force or effect, until thirty (30) days after the Trustee hereunder shall have completed a sale of said premises and shall have executed and delivered to the purchaser a deed of said premises, and said Trustor hereby expressly waives the right to plead any such statute or statutes of limitation in any action or proceeding to which the Trustor may be a party, provided said action is brought within the time herein provided.

Trustor further agrees that the Beneficiary may from time to time, and for periods not exceeding one (1) year, in behalf of the Trustor, renew or extend any promissory note secured hereby, and said renewel or extension shell be conclusively deemed to have been made when so endorsed on said promissory note or notes by the Beneficiary in behalf of the Trustor.

TENTH: The Beneficiary may, at any time, by instrument in writing, appoint a successor or successors to, or discharge and appoint a new Trustee in the place of, any Trustee named herein or acting hereunder, which instrument, executed and acknowledged by Beneficiary, and recorded in the office of the County Recorder of the county or counties wherein said property is situated, shall be conclusive proof of the proper substitution of such successors or successors or new Trustee, who shall have all the estate, powers, duties, rights and privilegas of the predecessor Trustee.

ELEVENTH: All the provisions of this instrument shall inure to and bind the heirs, devisees, legal representatives, successors and assigns of each party hereto, respectively. All obligations of each Trustor hereunder are joint and several. The rights or remedies granted hereunder or by law shall not be exclusive but shall be concurrent and cumulative.

TWELFTH: It is expressly agreed that the trusts created hereby are irrevocable by the Trustor.

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

FOURTEENTH: In the event of a default in the performance or payment under this deed of trust or the security for which this deed of trust has been executed, any notice given under Section 107,080 N.R.S. shall be given by registered letter to the trustor(s) addressed to Hiko. Nevada and such upon the trustor(s), essignee(s), or grantee(s) from the trustor(s)

IN WITNESS WHEREOF, the Trustor has executed these presents, the day and year first above written.
ADDRESS OF TRUSTOR:

Hiko, Nevada	William It Scholailel
	William U. Schoffeld Schoffeld
	Freeda M. Schofield

	State of Nevada County of CLARK On May 24, 1971 personally appeared before me, notery public, WILLIAM II, SCHOFIELD , who acknowledged the he executed the within instrument. Notery Public-State of Nevade () July 17 ODETTE O'NEILL My Commission Lipites Nov. 20, 1872	\ \
	On May 24, 1971 personally appeared before me, notary public, FREEDA M. SCHOFIELD , who acknowledged the she executed the within instrument. Notary Public - State of Nevade (Th.
Deed of Trust	FIRST NATIONAL BANK OF NEVADA FIRST NATIONAL BANK OF NEVADA RENO, NEVADA A.D., 19 A.D., 19	County, Nevada. By Deputy Recorder. N-131
D MAIL TO	FIRST NATIONAL BANK OF NEVADA P. O. Box 1540 Las Vegas, Nevada 89101 Attn: J. L. Norton Lending Officer Solutions Lending Officer	1 PAGE .337

THIS DOCUMENT IS HEREBY MADE A PART OF DEED OF TRUST DATED MAY 24, 1971 EXECUTED BY WILLIAM U. SCHOFIELD AND FREEDA M. SCHOFIELD.

SCHEDULE "A"

PARCEL 1: Beginning at a point 493.9 feet South of the Northwest corner of the Southwest quarter of the Northwest quarter of Section 2, Township 5 South, Range 60 East, M.D.B.&M., and running South 299.1 feet; thence East 1320 feet; thence North 299.1 feet; thence West 1320 feet to place of beginning.

PARCEL 2: Beginning at a point 493.9 feet South of the Northwest corner of the Southeast quarter of the Northwest quarter of section 2, Township 5 South, Range 60 East, M.D.B.&M., and running South 299.1 feet; thence East 367 feet; thence South 527 feet; thence East 953 feet; thence North 826.1 feet; thence West 1320 feet to the place of beginning.

PARCEL 3: And a certain parcel of land described and bounded as follows: BEGINNING at the Southwest corner of the Northeast quarter of the Northeast quarter of Section 34, Township 4 South, Range 60 East, M.D.B.&M., and running North 1320 feet; thence East 1082 feet; thence South 1320 feet; thence West 1082 feet to the place of beginning. EXCEPT portion conveyed to State of Nevada for Highway #38.

PARCEL 4: Beginning at the Northwest corner of the Southeast quarter of the Northeast quarter of Section 34, Township 4 South, Range 60 East, M.D.B.&M., and running South 885.5 feet; thence East 618 feet; thence South 376 feet; thence East 702 feet; thence North 831.5 feet; thence West 238 feet; thence North 430 feet; thence West 1080 feet to the point of beginning. EXCEPT portion conveyed to State of Nevada for Highway #38.

PARCEL 5: Beginning at a point 210 feet East of the Northwest corner of the Southwest quarter of the Northwest quarter of Section 35, Township 4 South, Range 60 East, M.D.B.&M., and running South 430 feet; thence West 210 feet; thence South 831.5 feet; thence East 1320 feet; thence North 982.1 feet; thence West 964.5 feet; thence North 279.4 feet; thence West 145.5 feet to point of beginning.

PARCEL 6: Beginning at the Northwest corner of the Southeast quarter of the Northwest quarter of Section 35, Township 4 South, Range 60 East, M.D.B.&M., and running East 1320 feet; thence South 1261.5 feet; thence West 1320 feet; thence North 1261.5 feet to the place of beginning.

PARCEL 7: All of the Northeast quarter of the Northwest quarter of Section 35, Township 4 South, Range 60 East, M.D.B.&M.

PARCEL 8: The East half of the East half of Section 34, and the West half of Section 35, Township 4 South, Range 60 East, M.D.B.&M.

THIS DOCUMENT IS HEREBY MADE A PART OF DEED OF TRUST DATED MAY 24, 1971 EXECUTED BY WILLIAM U. SCHOFIELD AND FREEDA M. SCHOFIELD.

SCHEDULE "A"

PARCEL 9: The Northwest quarter of Section 2, Township 5 South, Range 60 East, M.D.B.&M., EXCEPTING the following 7 parcels of land:

- (A) The East 238 feet of the Northeast quarter of the Northeast quarter of Section 34, Township 4 South, Range 60 East, M.D.B.&M.
- (B) The Northwest quarter of the Northwest quarter of Section 35, Township 4 South, Range 60 East, M.D.B.&M.
- (C) Beginning at the Northeast corner of the Southwest quarter of the Northwest quarter of Section 35, Township 4 South, Range 60 East, M.D.B.&M., and running West 964.5 feet; thence South 279.4 feet; thence East 964.5 feet; thence North 279.4 feet to point of beginning.
- (D) Beginning at the Northwest corner of the Southwest quarter of the Northwest quarter of Section 35, Township 4 South, Range 60 East, M.D.B.&M., and running East 210 feet; thence South 430 feet, thence West 210 feet, thence North 430 feet to point of beginning.
- (E) Beginning at the Northeast corner of the Southeast quarter of the Northeast quarter of Section 34, Township 4 South, Range 60 East, M.D.B.&M., and running South 430 feet; thence East 238 feet; thence North 430 feet; thence West 238 feet to point of beginning.
- (F) The South 527 feet of the Southwest quarter of the Northwest quarter of Section 2, Township 5 South, Range 60 East, M.D.B.&M.
- (G) Beginning at the Southwest corner of the Southeast quarter of the Northwest quarter of Section 2, Township 5 South, Range 60 East, M.D.B.&M., and running North 527 feet; thence East 367 feet; thence South 527 feet; thence West 367 feet to point of beginning.

SUBJECT to recorded rights of way.

Mo.

PILED AND RECORDED AV REQUEST OF FIRST National Bank of Nevada

May 28, 1971

AT 45 MINISTES PAST 12 OCLOCK

MINISTE