

Lincoln County

DE 94 A (4-71)

WHEN RECORDED, MAIL TO:  
WALKER BANK & TRUST COMPANY

P. O. Box 98,

Milford, Utah 84751

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**TRUST DEED  
WITH ASSIGNMENT OF RENTS**

THIS TRUST DEED, made this 3 day of March, 1980, between  
Lyle Wiseman and Mary Wiseman, his wife

....., as TRUSTOR,  
whose address is Box 6 Milford Utah 84751  
(STREET AND NUMBER) (CITY) (STATE)

WALKER BANK & TRUST COMPANY, a Utah bank and trust company, and in such capacity here-  
in called TRUSTEE, and WALKER BANK & TRUST COMPANY, a Utah bank and trust company, and  
in such capacity herein called BENEFICIARY,

WITNESSETH: That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER  
OF SALE, the following described property, situated in Lincoln Nevada County, State of ~~Utah~~

Mount Diablo Meridian, Nevada. T. 6 N., R. 66E., Sec. 3, S 1/2 SW 1/4;  
Sec. 4, SE 1/4 SE 1/4; Sec. 9, E 1/2 NE 1/4; Sec. 10, NW 1/4; containing  
360 acres.

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents,  
issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging, now or hereafter  
used or enjoyed with said property, or any part thereof, SUBJECT, HOWEVER, to the right, power and authority here-  
inafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits:

FOR THE PURPOSE OF SECURING. (1) payment of the indebtedness evidenced by a promissory note of even date  
herewith and all sums due thereunder, in the face amount of \$ 227,000.00 made by Trustor, payable to the  
order of Beneficiary at the times and in the manner therein set forth, and any extensions and/or renewals or modifications  
thereof; (2) the performance of each agreement of Trustor herein contained; (3) the payment of such additional loans  
or advances as hereafter may be made to Trustor, or his successors or assigns, when evidenced by a promissory note or  
notes reciting that they are secured by this Trust Deed; and (4) the payment of all sums expended or advanced by  
Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

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TO PROTECT THE SECURITY OF THIS TRUST DEED:

1. Trustor agrees to keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting said property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general; and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Trustor further agrees:

(a) To commence construction promptly and to pursue same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary, and

(b) To allow Beneficiary to inspect said property at all times during construction.

Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

2. Trustor agrees to provide and maintain insurance, of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on said property, and to deliver all such policies to Beneficiary. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses in favor of and in form acceptable to Beneficiary. In event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.

3. Trustor agrees to deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.

4. Trustor agrees to appear in and defend any action or proceeding purporting to affect the security hereof, the title to said property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees and a reasonable sum incurred by Beneficiary or Trustee.

5. Trustor agrees to pay at least 10 days before delinquency all taxes and assessments affecting said property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with said property; to pay, when due, all encumbrances, charges, and liens with interest, on said property or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs, fees, and expenses of this Trust.

6. Trustor agrees should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon said property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title, employ counsel, and pay his reasonable fees.

7. Trustor agrees to pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate of ten percent (10%) per annum until paid, and the repayment thereof shall be secured hereby.

8. Should Trustor convey any interest in said property prior to the time the indebtedness secured hereby has been paid in full, the Trustor will pay, or cause to be paid to the Beneficiary a reasonable assumption fee in a sum not less than \$25.00, which assumption fee will be payable to the Beneficiary on demand, will be secured by this Trust Deed, and the failure to pay the same will constitute a default hereunder. If Trustor has agreed with Beneficiary not to sell said property without the consent of Beneficiary or that Beneficiary may accelerate payment of the indebtedness hereby secured if Trustor sells said property, the collection of such assumption fee shall not be deemed a waiver of any such agreement or a consent to the sale and Beneficiary may enforce any such agreement and credit the amount of the assumption fee against the indebtedness secured hereby.

9. Should said property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, apply the same on any indebtedness secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

10. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the note, without affecting the liability of any person for the payment of the indebtedness secured hereby, Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon, (c) join in any subordinative or other agreement affecting this Trust Deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of said property. The grantee in any reconveyance may be described as "the person or persons entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

11. As additional security, Trustor hereby assigns to Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and profits of the property affected by this Trust Deed and of any personal property located thereon. Unless Trustor executes a separate assignment to Beneficiary requiring that rents and profits be paid to Beneficiary, or until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all rents, issues, royalties, and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed, to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option.

12. Upon any default by Trustor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the appointment of a person designated by Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured

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enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

13. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of said property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

14. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

15. Time is of the essence hereof. Upon default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause said property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein said property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee, the note and all documents evidencing expenditures secured hereby.

16. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than one day beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser its Deed conveying said property so sold, but without any covenant or warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorney's fees; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at 10% per annum from date of expenditure; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.

17. Upon the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.

18. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which said property or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

19. This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledgee, of the note secured hereby. In this Trust Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

20. Trustee accepts this Trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Trust Deed or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

21. Trustor agrees that upon demand of the Beneficiary Trustor will pay to Beneficiary on the first day of each month until the note secured hereby is fully paid, together with and in addition to the monthly payments of principal and interest set forth in the note:

(a) An instalment of the taxes and assessments levied or to be levied against said property, and an instalment of the premium or premiums that will become due and payable to renew the insurance on the improvements on said property. Such instalment shall be equal, respectively, to the estimated premium or premiums for such insurance and taxes and assessments next due (as estimated by Beneficiary) less all instalments already paid therefore, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become due. The Beneficiary shall use such monthly payments to the extent they will suffice to pay such premium or premiums and taxes and assessments when due.

(b) All monthly payments mentioned in the preceding subsection (a) of this Paragraph 21, and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by Trustor each month on the date specified in said note for the payment of monthly instalments in a single payment to be allocated by Beneficiary to the following items in the order set forth:

- i. Taxes, assessments, insurance premiums;
- ii. Interest on the indebtedness secured hereby;
- iii. Amortization of the principal of the indebtedness secured hereby.

Any deficiency in the amount of any such aggregate monthly payment shall constitute an event of default under this Trust Deed.

If the total of the payments made by Trustor under (a) hereof shall exceed the amount of payments actually made by Beneficiary for taxes and assessments, or insurance premiums, as the case may be, such excess, at the election of Beneficiary, shall be credited on subsequent payments to be made by Trustor for such items. If there shall be a default under any of the provisions of this Trust Deed resulting in a sale of the property covered hereby, or if Beneficiary acquires said property otherwise after default, Beneficiary may apply, at the time of the commencement of such proceedings, or at the time said property is otherwise acquired, the amount then remaining to the credit of Trustor under (a) hereof, as a credit on the interest accrued on the note to said date, and the balance, if any, in reduction of the principal amount of said indebtedness.

22. This Trust Deed shall be construed according to the laws of the State of Utah.

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23. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

Signature of Trustor

*Lyle Wiseman*  
*Mary Wiseman*

STATE OF UTAH

COUNTY OF Beaver

On the 3rd day of March, 1980, personally appeared before me  
Lyle Wiseman and Mary Wiseman, his wife

the signer(s) of the above instrument, who duly acknowledged to me that they executed the same.

*Donald D. Hunderbult*  
NOTARY PUBLIC  
Residing at: Millford, Utah 84751

My commission expires: February 22, 1982

REQUEST FOR FULL RECONVEYANCE

(To be used only when indebtedness secured hereby has been paid in full)

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Trust Deed. Said note together with all other indebtedness secured by said Trust Deed has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Trust Deed, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Trust Deed delivered to you herewith, together with the said Trust Deed, and to reconvey, without warranty, to the parties designated by the terms of said Trust Deed, all the estate now held by you thereunder.

Dated \_\_\_\_\_, 19\_\_\_\_

Mail reconveyance to \_\_\_\_\_

Dated							
		AS TRUSTEE FOR	TO	TRUST DEED	<i>With Assignment of Rent</i>		

67925

No. \_\_\_\_\_  
FILED AND RECORDED AT REQUEST OF  
FIRST AMERICAN TITLE  
MARCH 26 1980  
AT 1 MINUTES PAST 12 O'CLOCK  
P M IN BOOK 36 OF OFFICIAL  
RECORDS, PAGE 225 LINCOLN  
COUNTY, NEVADA  
*Quinn S. Schulz*  
COUNTY CLERK