

Lincoln County

DEED OF TRUST

1
2 THIS DEED OF TRUST, made this 25th day of
3 January, 1985, by and between WILLIS D. WALCH, a widower
4 and LARRY FRANK PACKER and NADINE PACKER, husband and wife,
5 as Trustor, and FRONTIER TITLE COMPANY, as Trustee, and WILLIAM
6 LAXAGUE and LAURA V. LAXAGUE, formerly known as LAURA FRENZL,
7 husband and wife, as Joint Tenants, as Beneficiary. (It is
8 distinctly understood that the words "Trustor" and Beneficiary"
9 and the word "his" referring to the Trustor or Beneficiary,
10 as herein used, are intended to and do include the masculine,
11 feminine and neuter genders and the singular and plural numbers,
12 as indicated by the context.)

WITNESSETH:

13 That said Trustor hereby grants, conveys and confirms
14 unto said Trustee in trust with power of sale, the following
15 described real property situate in the County of Lincoln, State
16 of Nevada, to-wit:

PARCEL 1:

17 That portion of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5,
18 Township 7 South, Range 61 East, M.D.B.&M.,
19 described as follows:

20 Commencing at the NE corner of Block 36 of
21 Alamo Townsite Plat "A", thence East at a
22 distance of 5 rods to the true point of
23 beginning; thence South 15 rods; thence
24 East 15 rods; thence North 15 rods; thence
25 West 15 rods to the True Point of Beginning.

PARCEL 2:

26 Beginning at a point 20 rods East and 30
27 feet North of the Southeast corner of Lot
28 4, Block 36, of Alamo Townsite, thence
29 North 217 feet; thence North 16° East, 224
30 feet; thence East 130 feet; thence South 15°
31 East, along creek channel 492 feet; thence
32 West 444 feet to the place of beginning,
being in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5, Township
7 South, Range 61 East, M.D.B.&M.

33 TOGETHER WITH all and singular the tenements, heredita-
34 ments and appurtenances thereunto belonging or anywise
35 appertaining, and the reversion and reversions, remainder and
36 remainders, rents, issues and profits thereof, and also all
37 the estate, right, title and interest, homestead or other claim
38 or demand, as well in law as in equity, which the Trustor now
39 has or may hereafter acquire, or, in or to the said premises
40 or any part thereof, with the appurtenances.

41 As additional security, Trustor hereby assigns all
42 rents from such property and gives to and confers upon Beneficiary
43 the right, power and authority, during the continuance of this
44 Trust, to collect the rents, issues, and profits of said property,
45 reserving unto Trustor the right, prior to any default by Trustor
46 in payment of any indebtedness secured hereby or in performance
47 of any agreement hereunder, to collect and retain such rents,
48 issues, and profits as they become due and payable.

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1 Upon any such default, Beneficiary may at any time
2 without notice, either in person, by agent, or by a receiver
3 to be appointed by a court, and without regard to the adequacy
4 of any security for the indebtedness hereby secured, enter upon
5 and take possession of said property or any part thereof, in
6 his own name for or otherwise collect such rents, issues, and
7 profits, including those past due and unpaid, and apply the
8 same, less costs and expenses of operation and collection,
9 including reasonable attorney's fees, upon any indebtedness
10 secured hereby, and in such order as Beneficiary may determine.

11 The entering upon and taking possession of said
12 property, the collection of such rents, issues, and profits,
13 and the application thereof as aforesaid, shall not cure or
14 waive any default or notice of default hereunder or invalidate
15 any act done pursuant to such notice.

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

18 As security for the payment of Twenty One Thousand
19 Dollars (\$21,000.00) in lawful money of the United States of
20 America, with interest thereon in like money and with expenses
21 and counsel fees according to the terms of the Promissory Note
22 or Notes for said sum executed and delivered by the Trustor
23 to the Beneficiary; such additional amounts as may be hereafter
24 loaned by the Beneficiary or his successor to the Trustor or
25 any of them, of any successor in interest of the Trustor, with
26 interest thereon, and any other indebtedness or obligation of
27 the Trustor or any of them, and any present or future demands
28 of any kind or nature which the Beneficiary, or his successor,
29 may have against the Trustor or any of them, whether created
30 directly or acquired by assignment; whether absolute or
31 contingent; whether existing at the time of the execution of
32 this instrument, or arising thereafter; also as security for
the payment and performance of every obligation, covenant, promise
or agreement herein or in said note or notes contained.

Trustor grants to Beneficiary 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 and agrees to pay when
due all claims for labor performed and materials furnished for
any construction, alteration or repair upon the above-described
premises; to comply with all laws affecting said property or
relating to any alterations or improvements that may be made
thereon; not to commit, suffer or permit any acts upon said
property in violation of any law, covenant, condition or
restriction affecting said property.

SECOND: 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; and otherwise to protect and
preserve the said premises and the improvements thereon and
not to commit or permit any waste or deterioration of said
buildings and improvements or of said premises. If the above
described property is farm land, Trustor agrees to farm, cultivate

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1 and irrigate said premises in a proper, approved and
2 husbandmanlike manner.

3 THIRD: The following covenants, numbers 2, 3, 5,
4 6, and 8 of Nevada Revised Statutes 107.030, are hereby adopted
5 and made a part of this Deed of Trust, except that the amounts
6 agreed on by the parties to this instrument with respect to
7 the covenant number 2, incorporated by reference, of such trust
8 and agreement are respectively as follows: Twenty One Thousand
9 Dollars (\$21,000.00). Such provisions so incorporated shall
10 have the same force and effect as though specifically set forth
11 and incorporated verbatim in this Deed of Trust. In the event
12 of conflict between the provisions on the face of this Deed
13 of Trust and the covenants adopted by reference, the covenants
14 on the face of this Deed of Trust shall control.

15 FOURTH: Beneficiary may, from time to time, as
16 provided by statute, or by a writing, signed and acknowledged
17 by him and recorded in the office of the County Recorder of
18 the County in which said land or such part thereof as is then
19 affected by this Deed of Trust is situated, appoint another
20 Trustee in place and named shall be discharged and Trustee so
21 appointed shall be substituted as Trustee hereunder with the
22 same effect as if originally named Trustee herein.

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

27 SIXTH: The rights and remedies hereby granted shall
28 not exclude any other rights or remedies granted by law, and
29 all rights and remedies granted hereunder or permitted by law
30 shall be concurrent and cumulative. A violation of any of the
31 covenants herein expressly set forth shall have the same effect
32 as the violation of any covenant herein adopted by reference.

SEVENTH: 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.

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

NINTH: 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) at the address herein, V. O. 154 154
Alamo Nevada 89001
and such notice shall be binding upon the Trustor(s), Assignee(s),
or Grantee(s) from the Trustor(s).

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

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

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Lincoln County

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Willis D. Walch
WILLIS D. WALCH

Larry Frank Packer
LARRY FRANK PACKER

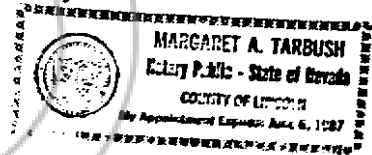
Nadine Packer
NADINE PACKER

STATE OF NEVADA,)
: ss.
County of Lincoln.)

On this 4 day of January, 1985, personally appeared before me, a Notary Public, in and for said County and State, WILLIS D. WALCH, a widower and LARRY FRANK PACKER and NADINE PACKER, husband and wife, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

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

Margaret A. Tarbush
NOTARY PUBLIC



81936

No. 81936
FILED AND RECORDED AT REQUEST OF
Frontier Title Co.
Jan. 25, 1985
AT 30 MINUTES PAST 2 O'CLOCK
P. M. IN BOOK 64 OF OFFICIAL
RECORDS, PAGE 147 LINCOLN
COUNTY, NEVADA.

Yvonne Setzer
COUNTY RECORDER