

DEED OF TRUST

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2 THIS DEED OF TRUST, made this 6 day of Mar. 11,  
3 1990, by and between STANLEY DEPKIEWICZ and DONNA J. DEPKIEWICZ,  
4 husband and wife, as Trustor, and STEWART TITLE OF NORTHEASTERN  
5 NEVADA, A Nevada Corporation, dba FRONTIER TITLE COMPANY, as  
6 Trustee, and DONALD R. SCHMIEDBAUER and JOYCE SCHMIEDBAUER,  
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, as  
10 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.)

W I T N E S S E T H:

9 That said Trustor hereby grants, conveys and confirms  
10 unto said Trustee in trust with power of sale, the following  
11 described real property situate in the County of Lincoln, State  
12 of Nevada, to-wit:

12 All of Lot Eleven (11) of Rowan Subdivision to  
13 the City of Caliente, Nevada, as said lot is  
14 delineated and described in the Official Plat of  
15 said Subdivision on file in the office of the  
16 County Recorder of Lincoln County, Nevada. Said  
17 lot being commonly known and designated as house  
18 number III on Rowan Drive, Caliente, Nevada;  
19 together with the following described personal  
20 property located in or about said premises,  
21 to-wit: carpeting, draperies, curtains,  
22 electric stove and electric refrigerator &  
23 clothes dryer.

- 18 Subject to: 1. Rights of way, reservations and  
19 restrictions of record.  
20 2. Taxes to be pro-rated to date  
21 of purchase.

21 TOGETHER WITH all and singular the tenements, heredita-  
22 ments and appurtenances thereunto belonging or anywise appertain-  
23 ing, and the reversion and reversions, remainder and remainders,  
24 rents, issues and profits thereof, and also all the estate,  
25 right, title and interest, homestead or other claim or demand, as  
26 well in law as in equity, which the Trustor now has or may  
27 hereafter acquire, or, in or to the said premises or any part  
28 thereof, with the appurtenances.

26 As additional security, Trustor hereby assigns all  
27 rents from such property and gives to and confers upon Benefici-  
28 ary the right, power and authority, during the continuance of  
29 these Trusts, to collect the rents, issues, and profits of said  
30 property, reserving unto Trustor the right, prior to any default  
31 by Trustor in payment of any indebtedness secured hereby or in  
32 performance of any agreement hereunder, to collect and retain  
such rents, issues, and profits as they become due and payable.

30 Upon any such default, Beneficiary may at any time  
31 without notice, either in person, by agent, or by a receiver to  
32 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

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Lincoln County

1 name 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 reason-  
4 able attorney's fees, upon any indebtedness secured hereby, and  
5 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 its successors, upon the trusts hereinafter expressed:

13 As security for the payment of Twenty Thousand Dollars  
14 (\$20,000.00) in lawful money of the United States of America,  
15 with interest thereon in like money and with expenses and counsel  
16 fees according to the terms of the Promissory Note or Notes for  
17 said sum executed and delivered by the Trustor to the  
18 Beneficiary; such additional amounts as may be hereafter loaned  
19 by the Beneficiary or his successor to the Trustor or any of  
20 them, or any successor in interest of the Trustor, with interest  
21 thereon, and any other indebtedness or obligation of the Trustor  
22 or any of them, and any present or future demands of any kind or  
23 nature which the Beneficiary, or his successor, may have against  
24 the Trustor or any of them, whether created directly or acquired  
25 by assignment; whether absolute or contingent; whether due or  
26 not, or whether otherwise secured or not, or whether existing at  
27 the time of the execution of this instrument, or arising  
28 thereafter; also as security for the payment and performance of  
29 every obligation, covenant, promise or agreement herein or in  
30 said note or notes contained.

31 Trustor grants to Beneficiary the right to record  
32 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 restric-  
tion 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 and  
irrigate said premises in a proper, approved and husbandmanlike  
manner.

THIRD: The following covenants, Nos. 1, 2 (\$20,000.00

1 amount of insurance), 3, 4 (interest 9% per annum), 5, 6, 7  
2 (counsel fees 15%) and 8 of N.R.S. 107.030, are hereby adopted  
and made a part of this Deed of Trust.

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

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

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

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

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

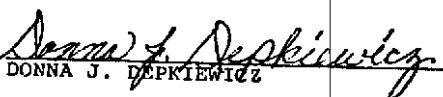
19 NINTH: In the event of a default in the performance or  
20 payment under this Deed of Trust or the security for which this  
Deed of Trust has been executed, any notice given under Section  
21 107.080 N.R.S. shall be given by registered letter to the  
Trustor(s) at the address herein,

22 and such notice shall be binding upon the Trustor(s),  
23 Assignee(s), or Grantee(s) from the Trustor(s).

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

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

27   
28 STANLEY DEPKIEWICZ

29   
30 DONNA J. DEPKIEWICZ

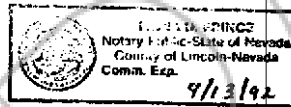
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1 STATE OF NEVADA, )  
2 County of Lincoln. ) ss.

3 On this 6TH day of March, 1990, before me,  
4 a Notary Public, appeared STANLY DEPKIEWICZ and DONNA J.  
5 described in and who acknowledged that they executed the above  
instrument.

6  
7 Mona D. Prince  
8 NOTARY PUBLIC



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FILED AND RECORDED AT REQUEST OF  
Gary Fairman  
April 3, 1990  
AT 05:11 P.M.  
BY OFFICIAL  
REC'D 73 LINCOLN  
COUNTY, NEVADA  
FRANK C. HULSE  
COUNTY RECORDER  
By Blonda Zehner, Deputy