

MORTGAGE

1  
2 THIS MORTGAGE is made DECEMBER 23, 1993, between  
3 THOMAS A. DILL and TRICIA B. DILL, of Post Office Box 278, Town of  
4 Pioche, County of Lincoln, State of Nevada, herein referred to as  
5 mortgagors, and CHARLOTTE B. DILL TRUST, of 7020 Southwest 48th  
Lane, City of Miami, County of Dade, State of Florida, herein  
referred to as mortgagee.

6 Mortgagors, by a Note dated June 9, 1993, are indebted to  
7 mortgagee in the sum of SEVENTY THOUSAND DOLLARS (\$70,000.00), with  
8 interest from August 1, 1993, at the rate of Seven Per Cent (7%)  
9 per annum on the unpaid balance until paid, principal and interest  
10 to be paid to mortgagee at 7020 Southwest 48th Lane, Miami, Florida  
11 33155, or at such other place as the holder may designate in  
12 writing, delivered or mailed to mortgagors, in monthly installments  
of FOUR HUNDRED SIXTY FIVE DOLLARS and SEVENTY TWO CENTS (\$465.72),  
beginning August 15, 1993 and continuing on the 15th day of each  
month thereafter until the indebtedness is fully paid; except that,  
if not paid sooner, the final payment thereof shall be due and  
payable on July 15, 2023. The terms of such note are incorporated  
herein by reference.

13 The above-stated principal indebtedness represents money  
14 loaned by mortgagee and actually used for the acquisition of the  
property herein described and conveyed or for the improvements  
thereon.

15 Mortgagors, in consideration of the above-stated  
16 obligation, hereby mortgage to mortgagee all of the following  
described property in the County of Lincoln, State of Nevada:

17 Parcel Number #1, (Administratrix Deed, dated May 16,  
18 1966, Book "N"-1" Real Estate Deeds, Page 96, Lincoln  
19 County Records, GRANTOR: MYRTLE BLISS ADMINISTRATRIX of  
the Estate of MARGRET LEZETTE LYTTLE WARREN, deceased),  
GRANTEE'S: McCROSKY BROTHERS, Co-Partnership,)

20 Plot of Land, Lot #2, in Ursine, Lincoln County Nevada--  
21 beginning at a point on the West side of the North and  
22 South Public Lane, which is the SE corner of said Lot #2,  
(also the NE corner of Lot #3,); Thence the SW corner of  
23 the SE1/4 of Section #35, T. 2 N., R. 69 E., M.D.B.&M.,  
bears South 23°30' East 1170 feet, more or less; Thence  
24 North 18°23' East 419 feet to the NE corner; Thence North  
65°33' West 447.4 feet to the NW corner; Thence South 31°  
25 46' West 470 feet to the SW corner; Thence South 70°31'  
East 553.6 feet to the SE corner, the point of beginning,  
26 containing 5.17 acres more or less, within the West half  
of the Southeast Quarter of Section #35, T. 2 N., R. 69  
27 E., M.D.B.&M. together with the home, mobile home,  
garages, sheds, buildings of any and all significance  
28 located on described property along with 4 hours (FOUR

1                   HOURS) of water from the Eagle Valley Irrigation Company.  
2 together with the appurtenances and all the estate and rights of  
3 the mortgagors in and to such premises.

4                   Mortgagors covenant and agree as follows:

5                                   SECTION ONE  
6                                   PAYMENT OF INDEBTEDNESS

7                   Mortgagors shall pay the indebtedness as hereinbefore  
8 provided.

9                                   SECTION TWO  
10                                  WARRANTY OF OWNERSHIP

11                   Mortgagors warrant that they are lawfully seised of  
12 indefeasible estate in fee in the premises.

13                                  SECTION THREE  
14                                  MAINTENANCE OF INSURANCE

15                   Mortgagors shall keep the buildings on the premises  
16 insured for loss by fire for mortgagee's benefit; mortgagors shall  
17 assign and deliver the policies to mortgagee; and mortgagors shall  
18 reimburse mortgagee for any insurance premiums paid by mortgagee on  
19 mortgagors' default in so insuring the buildings or in so assigning  
20 and delivering the policies.

21                                  SECTION FOUR  
22                                  TAXES AND ASSESSMENTS

23                   Mortgagors shall pay all taxes and assessments. In  
24 default thereof, mortgagee may pay such taxes and assessments and  
25 mortgagors shall reimburse mortgagee therefor.

26                                  SECTION FIVE  
27                                  REMOVAL OR DEMOLITION OF BUILDINGS

28                   No building on the premises shall be removed or  
demolished without mortgagee's consent.

                                  SECTION SIX  
                                  ACCELERATION OF PRINCIPAL AND INTEREST

                  The full amount of the principal sum and interest shall  
become due at the option of mortgagee: After default in the payment  
of any installment of principal or of interest for ninety (90)  
days; or after default in the payment of any tax or assessment for  
ninety (90) days after notice and demand; or after default after  
notice and demand either in assigning and delivering the policies  
insuring the buildings against loss by fire or reimbursing  
mortgagee for premiums paid on such insurance, as provided above;  
or after failure to furnish a statement of the amount due on the

1 mortgage and of any offsets and/or defenses existing against the  
2 mortgaged debt, after such has been requested as provided below.

3 SECTION SEVEN  
4 APPOINTMENT OF RECEIVER

5 The holder of this mortgage, in any action to foreclose  
6 it, shall be entitled to the appointment of a receiver.

7 SECTION EIGHT  
8 STATEMENT OF AMOUNT DUE

9 Mortgagors, within thirty (30) days when requested in  
10 person, or within thirty (30) days when requested by mail, shall  
11 furnish to mortgagee a duly acknowledged written statement of the  
12 amount due on the mortgage and whether any offsets and/or defenses  
13 exist against the mortgaged debt.

14 SECTION NINE  
15 SALE IN ONE PARCEL

16 In case of a foreclosure sale, the premises, or so much  
17 thereof as may be affected by this mortgage, may be sold in one  
18 parcel.

19 SECTION TEN  
20 ASSIGNMENT OF RENTS, ISSUES, AND PROFITS

21 Mortgagors hereby assign to mortgagee the rents, issues,  
22 and profits of the premises as further security for the payment of  
23 the obligations secured hereby, and grant to mortgagee the right to  
24 enter on the premises to collect the same, or let the premises or  
25 any part thereof, and to apply the moneys received therefrom, after  
26 payment of all necessary charges and expenses, to the obligations  
27 secured by this mortgage, on default under any of the covenants,  
28 conditions, or agreements contained herein. In the event of any  
such default, mortgagors shall pay to mortgagee or to any receiver  
appointed to collect the rents, issues, and profits of the  
premises, the fair and reasonable rental value for the use and  
occupation of the premises or of such part thereof as may be in  
mortgagors' possession; and on default in payment of such rental,  
to vacate and surrender possession of the premises, or that portion  
thereof occupied by mortgagors, to mortgagee or the receiver  
appointed to collect the same.

SECTION ELEVEN  
PAYMENT OF EXPENSES

If any action or proceeding is commenced, except an  
action to foreclose this mortgage or to collect the debt secured  
hereby, in which it is necessary to defend or assert the lien of  
this mortgage, whether or not the mortgagee is made or becomes a  
party to any such action or proceeding, all of mortgagee's expenses  
incurred in any such action or proceeding to prosecute or defend

1 the rights and lien created by this mortgage, including reasonable  
2 counsel fees, shall be paid by mortgagors, and if not so paid  
3 promptly on request, shall be added to the debts secured hereby and  
4 become a lien on the mortgaged premises, and shall be deemed to be  
5 fully secured by this mortgage and to be prior and paramount to any  
6 right, title, interest, or claim to or on the premises accruing or  
7 attaching subsequent to the lien of this mortgage, and shall bear  
8 interest at the rate provided for the obligations secured hereby.  
9 This covenant shall not govern or affect any action or proceeding  
10 to foreclose this mortgage or to recover or to collect the debt  
11 secured hereby, which action or proceeding shall be governed by the  
12 provisions of law respecting the recovery of costs, disbursements,  
13 and allowances in foreclosure actions.

8 SECTION TWELVE  
9 CONDEMNATION OF PREMISES

9 If the premises or any part thereof shall be condemned  
10 and taken under the power of eminent domain, or if any award for  
11 any change of grade of streets affecting the premises shall be  
12 made, all damages and awards for the property so taken or damaged  
13 shall be paid to the holder of this mortgage, up to the amount then  
14 unpaid on the indebtedness hereby secured, without regard to  
15 whether or not the balance remaining unpaid on the indebtedness may  
16 then be due and payable; and the amount so paid shall be credited  
17 against the indebtedness and, if it is insufficient to pay the  
18 entire amount thereof, it may, at the option of the holder of this  
19 mortgage, be applied to the last maturing installments. The  
20 balance of such damages and awards, if any, shall be paid to  
21 mortgagors. Mortgagee and subsequent holders of this mortgage are  
22 hereby given full power, right, and authority to receive and  
23 receipt for all such damages and awards.

17 SECTION THIRTEEN  
18 BANKRUPTCY

19 If Mortgagors or any obligor on the note secured hereby:  
20 (1) files a voluntary petition in bankruptcy under the bankruptcy  
21 Act of the United States, or (2) is adjudicated a bankrupt under  
22 such act, or (3) is the subject of a petition filed in federal or  
23 state court for the appointment of a trustee or receiver in  
24 bankruptcy or insolvency, or (4) makes a general assignment for the  
25 benefit of creditors, then and on the occurrence of any of such  
26 conditions, at the option of mortgagee, the entire balance of the  
27 principal sum secured hereby, together with all accrued interest  
28 thereon, shall become immediately due and payable.

25 SECTION FOURTEEN  
26 WASTE

26 Mortgagors shall not commit, suffer, or permit any waste,  
27 impairment, or deterioration of the premises or of any improvement  
28 thereon and shall maintain the premises and all improvements  
thereon in good condition and repair. If mortgagors fail or

1 neglect to make any necessary repair or replacement in any  
2 improvement for one hundred twenty (120) days after notice to do so  
3 from mortgagee, mortgagee may effect such repair or replacement and  
4 the cost thereof shall be added to the debt secured hereby, shall  
5 bear interest at the rate provided in the note secured hereby, and  
6 shall be covered by this mortgage and the lien hereof.

7  
8 SECTION FIFTEEN  
9 COMPLIANCE WITH LAWS AND REGULATIONS

10 Mortgagors shall comply with all statutes, ordinances,  
11 and governmental requirements that affect the premises. If  
12 mortgagors neglect or refuse to so comply and such failure or  
13 refusal continues for three (3) months, then, at mortgagee's  
14 option, the entire balance of the principal sum secured hereby,  
15 together with all accrued interest, shall become immediately due  
16 and payable.

17 Wherever the sense of this mortgage so requires, the word  
18 "mortgagor" shall be construed as if it read "mortgagors" and the  
19 word "mortgagee" shall be construed as if it read "mortgagees".  
20 The word "holder" shall include any payee of the indebtedness  
21 hereby secured or any transferee thereof whether by operation of  
22 law or otherwise. Unless otherwise provided, any notice and demand  
23 or request specified in this mortgage may be made in writing and  
24 may be served in person or by mail.

25 IN WITNESS WHEREOF, this mortgage has been duly executed  
26 by mortgagors the day and year first above written.

27 *Thomas A. Dill*  
28 THOMAS A. DILL  
L.S.

*Tricia B. Dill*  
TRICIA B. DILL  
L.S.

29 STATE OF NEVADA, )  
30 : ss.  
31 COUNTY OF LINCOLN. )

32 On this 23<sup>rd</sup> day of December, 1993, personally  
33 appeared before me, a Notary Public in and for said County and  
34 State, THOMAS A. DILL and TRICIA B. DILL, personally known to me to  
35 be the persons described in and who executed the above and  
36 foregoing MORTGAGE, and acknowledged to me each for himself that  
37 they executed the same freely and voluntarily and for the uses and  
38 purposes therein mentioned.

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

*Margaret Connor*  
NOTARY PUBLIC



MARGARET CONNER  
Notary Public State of Nevada  
LINCOLN COUNTY  
My Appointment Expires July 13, 1999

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101275

RECORDED AT REQUEST OF  
Margaret Connor

December 23, 1993

55 MINUTES PAST 11 O'CLOCK

A. M. BOOK 108 OF OFFICIAL

RECORDS, PAGE 209 LINCOLN COUNTY, NEVADA.

Yuriko Setzer

By *Yuriko Setzer* COUNTY REC., Deputy