

When Recorded Mail to  
Dean Sonnenberg  
PO Box 206  
Panaca, NV 89042

TRUST DEED

THIS DEED OF TRUST, made this 19th day of June, 1995, between **MORRIS EVAN WILSON AND DARLENE F. WILSON**, Husband and wife, as joint tenants with full rights of survivorship, of Panaca, County of Lincoln, State of NEVADA, Trustor:

**BUTCH WILLIAMS**, Esq. a member of the Nevada State Bar as trustee, and

**DEAN SONNENBERG** and **MERLENE SONNENBERG**, husband and wife, of PANACA, County of LINCOLN, State of NEVADA, as joint tenants with rights of survivorship, of Hurricane as **BENEFICIARIES**,

WITNESSETH: That trustor irrevocably grants, transfers and assigns to trustee in trust, with power of sale, the property in LINCOLN County, NEVADA, described as:

Parcel No. 1: 02-043-10

The south 95 feet of lot 3, Block 19, in the Town of Panaca, County of Lincoln, State of Nevada, together with all improvements situate thereon

TOGETHER with all appurtenances and easements in connection therewith, all water and water rights, together with the rents, issues and profits thereof, subject, however, to the assignment, as hereinafter set forth, to beneficiary of the rents, issues and profits;

SUBJECT TO easements, rights of way, restrictions and reservations of record and those enforceable in law and equity.

Parcel no. 2: 02-043-09

Beginning at a point 95 feet North of Southeast corner of lot 3, Block 19, in the Town of Panaca, County of Lincoln, State of Nevada, which is the true point of BEGINNING; thence continuing North 80 feet; thence at right angles west 264 feet, to the West line of said Lot 3; thence South 80 feet; thence at right angles East 264 to the point of beginning.

TOGETHER with all appurtenances and easements in connection therewith, all water and water rights, together with the rents, issues and profits thereof, subject, however, to the assignment, as hereinafter set forth, to beneficiary of the rents, issues and profits;

SUBJECT TO easements, rights of way, restrictions and reservations of record and those enforceable in law and equity.

For the purpose of securing: (1) Payment of the sum of 7,500 SEVENTY-FIVE HUNDRED DOLLARS (\$7,500.00) according to the terms of a promissory note, of even date herewith, made by trustor, payable to order of beneficiary.; (2) performance of each agreement of trustor herein contained; and (3) payment of any and all obligations now or hereafter owing from any trustor hereunder to beneficiary, stated to be secured by this deed, whether such obligation be (a) joint or several; (b) direct, indirect or contingent; (c) due or not; (d)

this deed, whether such obligation be (a) joint or several; (b) direct, indirect or contingent; (c) due or not; (d) payable to or otherwise acquired by beneficiary; (e) evidenced by promissory note or otherwise.

**TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:**

(1) To protect and preserve the property and to maintain it in good condition and repair; to complete or restore promptly, and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay in full when due all costs incurred therefor; to comply with all laws, covenants, conditions or restrictions affecting the property.

(2) To pay the beneficiary, in addition to payments specifically required hereunder and under each note secured hereby, in installments, at the times and in the amounts requested by beneficiary, sums which when cumulated will be sufficient to pay, one month prior to the time the same would become delinquent, all ground rents, if any, taxes, assessments (including assessments on water stock and water) and insurance premiums. If such sums exceed the amount so required, the excess may be released or held by beneficiary to apply on subsequent payments of the same nature, but if such sums, in the opinion of beneficiary, will be insufficient, trustor agrees to pay any deficiency on demand. If trustor shall default under this deed, beneficiary may apply all or any part of said funds then held on any obligation secured hereby.

(3) Should trustor fail to make any payment or to do any act as herein provided, beneficiary or trustee, but without obligation so to do, 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 and trustee being authorized to enter upon the property for such purposes; commence, appear in and defend any action or proceeding which might 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 and expend whatever amounts, in its absolute discretion, it may deem necessary therefor, including cost of evidence of title, employment of counsel and payment of his reasonable fees.

**IT IS MUTUALLY AGREED THAT:**

(4) Should the property or any part or appurtenance thereof or right or interest therein be taken or damaged, by any public improvement, condemnation proceeding, fire, earthquake or other casualty, or in any other manner, beneficiary may, at its option, commence, appear in and prosecute, in its own name, any action or proceeding, or make any compromise or settlement, in connection with such taking or damage, and obtain all compensation, awards or other relief therefor. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of insurance affecting the property, are hereby assigned to beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, release any moneys so received by it, or apply the same on any indebtedness secured hereby or apply the same to the repair or restoration of the property, as it may elect. Trustor agrees to execute such further assignments of any compensation, award, damages, rights of action and proceeds, as beneficiary or trustee may require.

(5) The trustee or beneficiary may enter upon the property at any time during the existence of this trust for the purpose of inspection, or for the accomplishment of any of the purposes hereof.

(6) By accepting payment of any sum hereby secured after its due date, or after the filing of notice of default and of election to sell, beneficiary shall not waive its right to require prompt payment when due of all other sums so secured, or to declare default for failure so to pay, or to proceed with the sale under any such notice of default and of election to sell, for any unpaid balance of said indebtedness.

(7) Without affecting the liability of any person, including trustor, for the payment of any indebtedness secured hereby, or the lien of this deed on the remainder of the property for the full amount of the indebtedness remaining unpaid, beneficiary and trustee are respectively empowered as follows: beneficiary may, from time to time, and without notice, (a) release any person liable for the payment of any of the indebtedness, (b) extend the time of payment or otherwise alter the terms of any of the indebtedness, (c) accept additional security therefor of any kind, including deeds of trust or mortgages, and (d) alter, substitute or release any property securing the indebtedness and trustee may, at any

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time, and from time to time, upon the written request of beneficiary, and payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyance, for cancellation and retention), (a) consent to the making of any map or plat of the property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto", and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof.

(8) In the event of the passage, after the date hereof, of any law of the state of NEVADA or any subdivision thereof, taxing the interest of the trustee or beneficiary or the obligation secured by this deed, or changing in any way the laws now in force for the taxation of mortgages or deeds of trust or debts secured thereby for state or local purposes, then and in such event the debt hereby secured, without any deduction, and without notice to any party, shall, at the option of the beneficiary, become immediately due and payable, notwithstanding anything contained herein or in any law hereafter enacted.

(9) Should trustor default hereunder, or should any building on the property remain unoccupied for \_\_\_\_\_ successive months, or upon the sale, transfer or conveyance by trustor of the property, or any part thereof, or upon the divestment in any manner of his title thereto, notwithstanding any other provisions hereof, and without notice to trustor, beneficiary may declare all sums secured hereby immediately due and payable by delivery to trustee of written declaration of default and demand for sale, and of written notice of default and of election to cause the property to be sold, which notice trustee shall cause to be duly filed for record. Beneficiary shall also deposit with trustee this deed, the note, or notes, and all documents evidencing expenditures secured hereby.

(10) After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, trustee, without demand on trustor, shall sell said property at the time and place fixed by it 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 for cash in lawful money of the United States of America, payable at time of sale. Trustee may postpone sale of all or any portion of the property by public announcement at the time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser its deed conveying the 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 trustor, trustee or beneficiary, may purchase at the sale. After deducting all costs, fees and expenses of trustee and of this trust, including cost of evidence of title in connection with sale and documentary stamps on trustee's deed, trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest thereon; all other sums then secured hereby; and the remainder, if any, shall be paid to the person or persons legally entitled thereto. If beneficiary shall elect to bring suit to foreclose this deed in the manner and subject to the provisions, rights and remedies relating to the foreclosure of a mortgage, beneficiary shall be entitled to a reasonable sum to be fixed by the court as attorney's fees expended in the prosecution of said action, including cost of evidence of title and costs of the action.

(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 deed and of any personal property located thereon. 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, save and excepting rents, issues, royalties and profits arising or accruing by reason of any oil, gas or mineral lease of said property. 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, royalties, issues 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 the liability under, nor a subordination of the lien or charge of this deed to any tenancy, lease or option. The entering upon and taking possession of the property, the collection of rents, issues and profits, and the application thereof as hereinafter provided, shall not waive or cure any default or notice of default hereunder, or invalidate any act done pursuant to such notice.

(12) Upon any default by trustor hereunder, beneficiary may at any time without notice, either in person, by agent, or

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indebtedness hereby secured, 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, or release any of the same.

(13) Any trustor who is a married woman hereby expressly agrees that recourse may be had against her separate property, for any deficiency after sale of the property hereunder, but without hereby creating a present or any lien or charge thereon.

(14) Should proceedings be instituted to register title of the property under any land title law, trustor will pay upon demand all sums expended by trustee or beneficiary, including attorney's fees, and forthwith deliver to beneficiary all evidences of title.

(15) Beneficiary may, from time to time, substitute a successor or successors to any trustee herein named, or acting hereunder, to execute this trust. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, containing reference to this deed and its place of record, which, when recorded in the office of the county recorder of the county or counties in which the property is situated, shall be conclusive proof of the proper appointment of the successor trustee.


(16) The right to plead any statute of limitations as a defense to any and all obligations secured by this deed is hereby waived, to the full extent permissible by law.

(19) This deed shall inure to and bind the heirs, devisees, legal representatives, successors and assigns of the parties hereto. All obligations of each trustor hereunder are joint and several. The term "beneficiary" shall mean the owner and holder, including pledgees, of any note secured hereby, whether or not named as beneficiary herein. Whenever the context so requires, the masculine gender includes the feminine and/or neuter and the singular number includes the plural. The rights or remedies granted hereunder, or by law, shall not be exclusive, but shall be concurrent and cumulative.

(20) This deed shall be construed according to the laws of the state of Nevada.

(21) Trustee accepts this trust when this 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 deed of trust or of any action or proceeding in which trustor, beneficiary or trustee shall be a party, unless brought by trustee.

(22) The undersigned trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

  
Signature of trustors  
Morris Evan Wilson

Lincoln County

*Darlene F. Wilson*  
Darlene F. Wilson

State of Nevada )  
                          ) SS:  
County of Lincoln )

On this 19th day of June, before me, a notary public in and for the said county, personally appeared MORRIS EVAN WILSON & DARLENE F. WILSON, known to me to be the person whose names subscribed to the within instrument, and acknowledged that they executed the same.

(SEAL)

*Janice Barr*  
Notary public



No. 105347  
FILED AND RECORDED AT REQUEST OF  
MERLENE SONNENBERG  
JUNE 20, 1996  
02 MINUTES PAST 10  
A.M. IN BOOK 119 OF OFFICIAL  
RECORDS, PAGE 254  
LINCOLN COUNTY, NEVADA

YURIKO SETZER  
BY *Julia Bonick* DEPUTY