

**DEED OF TRUST**

THIS DEED OF TRUST, made and entered into this 7<sup>th</sup> day of January, 1997, by and between JAMES EUGENE STANTON and TAMARA STANTON, husband and wife, with full rights of survivorship, hereinafter called "TRUSTOR", and DENNIS "BUD" WALKINGTON and DOLORES WALKINGTON, hereinafter called "TRUSTEE", and DENNIS "BUD" WALKINGTON and DOLORES WALKINGTON, husband and wife, hereinafter called "BENEFICIARY". (It is distinctly understood that the words "Trustor" and "Beneficiary" and the word "his" referring to the Trust or Beneficiary, as herein used, are intended to and do include the masculine, feminine and neuter genders and the singular and plural numbers as indicated by the context.)

**W I T N E S S E T H:**

THAT WHEREAS, said TRUSTOR is justly indebted to said BENEFICIARY in the sum of Eighty Thousand Dollars (\$80,000.00), legal tender of the United States of America, as evidenced by that certain Promissory Note of even date herewith, made and executed by said TRUSTOR.

That said TRUSTOR hereby grants, conveys and confirms unto said TRUSTEE in trust with power of sale, the following described real property, together with the buildings, structures and improvements thereon and everything appurtenant thereto, together with all rents, issues and profits of said premises, situate in the County of Lincoln, State of Nevada, to-wit:

SEE (EXHIBIT A) ATTACHED HERETO AND INCORPORATED HEREIN

TOGETHER WITH ALL AND SINGULAR the tenements, hereditaments and appurtenances thereunto belonging or anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title and interest, homestead or other claim or demand, as well in law as in equity, which the TRUSTOR now has or may hereafter acquire, in or to the said premises or any part thereof, with the appurtenances.

As additional security, TRUSTOR hereby assigns all rents from such property and gives to and confers upon BENEFICIARY the right, power and authority, during the continuance of these Trusts, to collect the rents, issues, and profits of said property, reserving unto TRUSTOR the right, prior to any default by TRUSTOR in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues, and profits as they become due and payable.

///

LAW OFFICE OF  
STEVE L. DOBRESCU  
A PROFESSIONAL CORPORATION  
P.O. BOX 589301  
EL PASO, TEXAS 79958  
(707) 289-4554

1 Upon any such default, BENEFICIARY may at any time  
2 without notice, either in person, by agent, or by a receiver to  
3 be appointed by a court, and without regard to the adequacy of  
4 any security for the indebtedness hereby secured, enter upon and  
5 take possession of said property or any part thereof, in his own  
6 name for or otherwise collect such rents, issues, and profits,  
7 including those past due and unpaid, and apply the same, less  
8 costs and expenses of operation and collection including  
9 reasonable attorney's fees, upon any indebtedness secured hereby,  
10 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, and  
13 the application thereof as aforesaid, shall not cure or waive any  
14 default or notice of default hereunder or invalidate any act done  
15 pursuant to such notice.

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

18 As security for the payment of Eighty Thousand Dollars  
19 (\$80,000.00), in lawful money of the United States of America,  
20 and with expenses and counsel fees according to the terms of the  
21 Promissory Note or Notes for said sums executed and delivered by  
22 the TRUSTOR to the BENEFICIARY; such additional amounts as may be  
23 hereafter loaned by the BENEFICIARY or his successor to the  
24 TRUSTOR or any of them, or any successor in interest of the  
25 TRUSTOR, with interest thereon, and any other indebtedness or  
26 obligation of the TRUSTOR or any of them, and any present or  
27 future demands of any kind or nature which the BENEFICIARY, or  
28 his successor, may have against the TRUSTOR or any of them,  
whether created directly or acquired by assignment; whether  
absolute or contingent; whether due or not, or whether otherwise  
secured or not, or whether existing at the time of the execution  
of 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

1 relating to any alterations or improvements that may be made  
2 thereon; not to commit, suffer or permit any acts upon said  
3 property in violation of any law, covenant, condition or  
restriction affecting said property.

4 SECOND: The TRUSTOR promises to properly care for and  
5 keep the property herein described in as is condition, order and  
6 repair; to care for, protect and repair all buildings and  
7 improvements situate thereon; and otherwise to protect and  
8 preserve the said premises and the improvements thereon and not  
9 to commit or permit any waste or deterioration of said buildings  
10 and improvements or of said premises. If the above described  
11 property is farm land, TRUSTOR agrees to farm, cultivate and  
12 irrigate said premises in a proper approved and husbandmanlike  
13 manner.

14 THIRD: The following covenants, Nos. 1,2, \$80,000.00  
15 (amount of insurance) 3,4 and six (6%) per annum (interest)  
16 5,6,7, fifteen percent (15%) (counsel fees) and 8 of NRS 107.030  
17 are hereby adopted and made a part of this Deed of Trust.

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

27 FIFTH: TRUSTOR agrees to pay any deficiency arising  
28 from any cause after application of the proceeds of the sale held  
in  
accordance with the provisions of the covenants hereinabove  
adopted by reference.

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

///

28

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

3 NINTH: In the event of a default in the performance or  
4 payment under this Deed of Trust or the security for which this  
Deed of Trust has been executed, any notice given under Section  
5 107.080 N.R.S. shall be given by registered letter to the  
6 TRUSTOR(S) at the address herein, 2429 Sylvan Ave., Medesto,  
California 95355, and such notice shall be binding upon the  
7 TRUSTOR(S), and any Assignee(s), or Grantee(s) from the  
TRUSTOR(S).

8 TENTH: It is expressly agreed that the trusts created  
9 hereby are irrevocable by the TRUSTOR.

10 ELEVENTH: The entire unpaid balance and interest is  
11 due and payable at the option of the holder of this Note upon the  
encumbrance, sale or transfer of all or part of the real  
property.

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

14 Tamara Stanton James Eugene Stanton  
15 TAMARA STANTON JAMES EUGENE STANTON

16 STATE OF CALIFORNIA )  
17 : ss.  
18 County of STANISLAUS )

19 On this 9 day of January, 1997, personally  
20 appeared before me, a Notary Public for said County and State,  
21 JAMES EUGENE STANTON and TAMARA STANTON, husband and wife, known  
22 or proven to me to be the persons described herein, who  
acknowledged to me that they executed the forgoing Deed of Trust  
freely and voluntarily and for the uses and purposes therein  
mentioned.

23 IN WITNESS WHEREOF, I have hereunder set my hand and  
24 affixed my official seal the day and year last above written.

25 Matthew Hoag  
26 NOTARY PUBLIC



SENT BY: Xerox Telecopier 7020 : 1- 8-97 : 4:39PM :

7022888401-

208 527 0124: # 2

Parcel 2 of Plat B - Page 01 - Official Records of Lincoln County, Nevada

A parcel of land situate known as the E 1/2 of the NE 1/4, and the NE 1/4 of the SE 1/4, all within Section 11, Township 5 North, Range 65 East, Mount Diablo Meridian, being more particularly described as follows:

Beginning at the Northeast Corner of this parcel which is the Northeast Corner of said Section 11; thence S 89° 10' 36" W a distance of 1,322.28 feet to the Northwest Corner; thence S 00° 35' 08" E a distance of 2,641.56 feet to a point; thence continuing S 00° 34' 20" E a distance of 1,324.04 feet to the Southwest Corner; thence N 89° 13' 34" E a distance of 1,322.75 feet to the Southeast Corner; thence N 00° 33' 21" W a distance of 1324.59 feet to the East 1/4 Corner of said Section 11; thence continuing N 00° 34' 56" W a distance of 2,642.17 feet to the Northeast Corner which is the point of beginning.

Said parcel contains 120.47 Acres.  
including all water rights, Certificate Record No. 7869, Book 25, Page 7869, Application No. 2487.

No. 107937  
filed and recorded at request of  
Delores Walkington  
January 13, 1997  
At 10 minutes past 01 O'clock  
Lincoln County Nevada Recorder.

Yuriko Setzer  
COUNTY RECORDER  
by Leslie Brucher, deputy REC 125 PAGE 244