

Cow County TITLE CO ORDER NO. \_\_\_\_\_ ESCROW NO. 190114711

WHEN RECORDED MAIL TO: HOME SAVERS, INC. 369 N. 13th Las Vegas, Nv 89101

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 16th day of September, 1997 between GAMA, INC., a Nevada Corporation, TRUSTOR, whose address is P.O. Box 401, ALAMO, NEVADA 89001 (Number and Street) (City) (State) COW COUNTY TITLE CO., a Nevada Corporation, TRUSTEE, and HOME SAVERS, INC., a Nevada Corporation, as to an undivided 50% interest and KFNVM CONSTRUCTION COMPANY, INC., a California Corporation, undivided 50% interest, BENEFICIARY WITNESSTH: That Trustor grants to Trustee in trust, with power of sale, that property in the town of Alamo, County of Lincoln, State of Nevada described as:

FOR COMPLETE LEGAL DESCRIPTION, SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

"THIS DEED OF TRUST SECURES A NOTE WHICH CONTAINS AN ALIENATION CLAUSE."

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of the sum of \$ 170,000.00\*\*\*\*\* with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; and (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in Subdivision B of Exhibit "A" attached hereto shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B of Exhibit "A" are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address above set forth.

STATE OF NEVADA ) COUNTY OF LINCOLN ) ss. On 9-17-97 personally appeared before me, a Notary Public, RUBEN GARZA

Signature of Trustor GAMA, INC., A NEVADA CORPORATION BY: Ruben Garza RUBEN GARZA, President

personally known or proved to me to be the person whose name is subscribed to the above instrument, who acknowledged that he executed the above instrument.

Tom R. Arnhart Notary Public



Lincoln County

EXHIBIT "A"

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

- (1) To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to remove or permit waste thereof, not to commit blight or permit any act upon said property in violation of law, to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
  - (2) Trustor covenants to keep all buildings that may now or at any time be on said property during the continuance of this trust in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada, and as may be approved by Beneficiary, for such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust and shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary hereby secured, and to deliver the policy to Beneficiary, or to collection agent of Beneficiary, and in default thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such sum or sums as Beneficiary shall deem proper.
  - (3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to enforce this Deed of Trust.
  - (4) To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on apartment water stock, water rights and grazing privileges, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto, and all costs, fees and expenses of this trust.
- Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation to do and without notice 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 or Trustee being authorized to enter upon said property for such purposes, appear in and defend any action or proceeding purporting to 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, pay necessary expenses, employ counsel and pay his reasonable fees.
- (5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at ten per cent per annum.
  - (6) At Beneficiary's option, Trustor will pay a "late charge" not exceeding four per cent (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

B. IT IS MUTUALLY AGREED:

- (1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary, who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
  - (2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure to do so.
  - (3) That at any time or from time to time, without liability hereof and without notice, upon written request of Beneficiary and presentation of this deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property, consent to the making of any map or plat thereof, join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.
  - (4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose, and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto".
  - (5) That as additional security, Trustor hereby 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, after 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. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to 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 name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and taking possession of said property, to the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
  - (6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery by Trustee of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be recorded. Beneficiary also shall deposit with Trustee this Deed of Trust, said note and all documents evidencing expenditures secured hereby.
- After the lapse of such time as may then be required by law following the recording of said notice of default, and notice of sale having been given as then required by law for the sale of real property under writ of execution, Trustee, without demand on Trustor, shall sell said property or any part thereof at the time and place filed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time filed by the preceding postponement. In the event that any indebtedness secured hereby shall not have been fully satisfied by said sale, Trustee may give notice of sale of any property not previously notified for sale in the manner set forth above and sell the same in the manner set forth above.
- Trustee shall deliver to any purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as herein after defined, may purchase at such sale.
- After deducting all costs, fees and expenses of Trustee, including a reasonable fee for the attorney of Trustee, and of this trust, including cost accrued interest at ten per cent per annum, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.
- (7) That Beneficiary, or his assignee, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed and acknowledged as provided in the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor, Trustee or Trustee, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where, or document or file number under which, this Deed of Trust is recorded, and the name and address of the new Trustee. If notice of default shall have been recorded, this power of substitution cannot be exercised until after the costs, fees and expenses of the then acting Trustee shall have been paid to such Trustee, who shall endorse receipt thereof upon such instrument of substitution. The procedure herein provided for substitution of Trustee shall be exclusive of all other provisions for substitution, statutory or otherwise.
  - (8) The following covenants Nos. 1, 3, 4, Interest 10%, 5, 6, 8 and 9 of Nevada Revised Statutes 107.030, when not inconsistent with other covenants and provisions herein contained, are hereby adopted and made a part of this Deed of Trust.
  - (9) The rights and remedies hereby granted shall not include 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.
  - (10) It is expressly agreed that the trust created hereby is irrevocable by Trustor.
  - (11) That this Deed of Trust applies to, and binds to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgee, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the female and/or neuter, and the singular number includes the plural.
  - (12) That Trustee accepts this trust when this Deed of Trust, 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.
  - (13) Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

REQUEST FOR FULL RECONVEYANCE

DO NOT RECORD TO TRUSTEE

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied, and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated \_\_\_\_\_

Please mail Deed of Trust, Note and Reconveyance to \_\_\_\_\_

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

**EXHIBIT "A"**

**PARCEL 1**

A parcel within the Northeast Quarter (NE1/4) of Section 5, Township 7 South, Range 61 East, M.D.B. & M., Lincoln County, Nevada and described as follows:

Commencing at the Southeast corner of said Northeast Quarter (NE1/4) of Section 5; Thence North 89°05'36" West, along the South line of said Northeast Quarter (NE1/4) Section 5, a distance 1262.74 feet to the East right of way line of US Highway 93; Thence North 01°10'39" East, along said right of way line a distance of 1694.78 feet to the TRUE POINT OF BEGINNING; Thence continuing North 01°10'39" East, a distance of 280.38 feet; Thence South 88°49'21" East, along the South line of Ruben Garza property a distance of 621.44 feet; Thence South 01°10'39" West, a distance of 280.38 feet; Thence North 88°49'21" West, a distance of 621.44 feet to the TRUE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBER FOR 1997 - 1998: 08-031-37

**PARCEL 2**

A parcel of land within the Northeast Quarter (NE1/4) of Section 5, Township 7 South, Range 61 East, M.D.B. & M., Lincoln County, Nevada, described as follows:

COMMENCING at the Northeast corner of said Section 5, Thence North 88°39'54" West, along the North line of said Section 5, a distance of 1243.50 feet to the East right of way line of US Highway 93; Thence South 01°10'39" West along the right of way line a distance of 535. feet to the TRUE POINT OF BEGINNING, said point also being the Southeast corner of that certain parcel of land conveyed to Harry Henkel on January 28, 1977; Thence continuing South 01°10'39" West, a distance of 140.19 feet; thence South 88°49'21" East a distance of 621.44 feet; Thence North 01°10'39" East, a distance of 140.19 feet; Thence North 88°49'21" West, a distance of 621.44 feet to the TRUE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBER FOR 1997 - 1998: 08-031-06

EXHIBIT "A" - continued

PARCEL 3

A parcel within the Northeast Quarter (NE1/4) of Section 5, Township 7 South, Range 61 East, M.D.B. & M., Lincoln County, Nevada and described as follows:

COMMENCING at the Northeast corner of said Section 5;  
THENCE North 88°39'54" West along the North line of Section 5 a distance of 1243.50 feet to the East Right of Way Line of U.S. Highway 93;  
THENCE South 01°10'39" West along the Right of Way Line a distance of 394.81 feet to the TRUE POINT OF BEGINNING;  
THENCE continuing South 01°10'39" West a distance of 140.19 feet;  
THENCE South 88°49'21" East a distance of 621.44 feet;  
THENCE North 01°10'39" East a distance of 140.19 feet;  
THENCE North 88°49'21" West a distance of 621.44 feet to the TRUE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBER FOR 1997 - 1997: 08-031-05

PARCEL 4

A parcel of land within the Northeast Quarter (NE1/4) of Section 5, Township 7 South, Range 61 East, M.D.B. & M., Lincoln County, Nevada, and described as follows:

Commencing at the Southeast corner of said Northeast Quarter (NE1/4) of Section 5, thence North 89°05'36" West, along the South line of said Northeast Quarter (NE1/4) of Section 5 a distance of 1262.74 feet to the East right of way line of U.S. Highway 93; thence North 1°10'39" East, along said right of way line a distance of 1503.26 feet to the True Point of Beginning; thence continuing North 1°10'39" East a distance of 191.52 feet; thence south 88°49'21" East along the south line of Ruben Garza property a distance of 621.44 feet; thence South 1°10'39" West a distance of 191.52 feet; thence North 88°49'21" West a distance of 621.44 feet to the TRUE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBER FOR 1997 - 1998: 08-031-38

NO. **109740**

TILED AND RECORDED AT REQUEST OF

Lincoln County Title

Sept. 18, 1997

AT 17 MINUTES PAST 4 O'CLOCK

p.m. IN BOOK 130 OF OFFICIAL

RECORDS PAGE 341 LINCOLN

COUNTY, NEVADA

*J. Wade Setzer*  
COUNTY RECORDER

3007 100 344