# EXHIBIT

# E – 112

# Part 3 of 3

5326



LEGAL DESCRIPTION

PARCEL 1:

THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 NORTH, RANGE 24 EAST M.D.B.&M., IN THE COUNTY OF MONO, STATE OF CALIFORNIA.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN U.S. HIGHWAY 395 BY DEEDS RECORDED NOVEMBER 12, 1931 IN BOOK 6 PAGE 159 OF DEEDS AND JANUARY 23, 1968 IN BOOK 91 PAGE 85 OF OFFICIAL RECORDS.

PARCEL 2:

AN UNDIVIDED ONE-HALF INTEREST IN AND TO THE FOLLOWING:

A RIGHT-OF-WAY FOR ROAD PURPOSES AND INGRESS AND EGRESS TO AND FROM THE STATE HIGHWAY, TOGETHER WITH THE RIGHTS INCIDENTAL THERETO OVER AND ACROSS A STRIP OF LAND 60 FEET IN WIDTH LYING 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF STATE HIGHWAY 395 AND THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION TOWNSHIP, 6 NORTH, RANGE 24 EAST M.D.B.&M., THENCE NORTH ALONG SAID EAST LINE TO A POINT THAT IS 990 FEET NORTH FROM THE SOUTH LINE OF SAID SECTION 22, THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID SECTION 22, 1320 FEET MORE OR LESS TO THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22.

(END OF REPORT)

Exhibit E-112

B.0748m124

005327

RECORDING REQUESTED BY

INYO-MONO TITLE COMPANY
AND WHEN RECORDED MAIL TO

NAME LYNETTE WYMORE ELTON
ADDRESS 1572 MIMOSA COURT
CITY & STATE UPLAND, CA 91784

Title Order No. 104097 Escrow No. 104097

RECORDED IN MONO
COUNTY CALIFORNIA

'96 OCT 10 PM 12 57

SPACE ABOVE THIS LINE FOR RECORDER'S USE

# DEED OF TRUST

This DEED OF TRUST, made THIS 12TH DAY OF SEPTEMBER, 1996, between TERRY GENE HAWKINS AND MARGARET L. HAWKINS, HUSBAND AND WIFE AS JOINT TENANTS

herein called TRUSTOR,

whose address is BC 31 BOX 218, WILDHORSE ESTATES, ELKO, NV 89801-9502

(Number and Street) (City) (State) (Zip Code)

**INYO-MONO TITLE COMPANY**, a California Corporation, herein called TRUSTEE, and LYNETTE WYMORE ELTON, A MARRIED WOMAN AS HER SEPARATE PROPERTY

, herein called BENEFICIARY,

Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with Power of Sale that property in County of MONO, California, described as:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PARTOF

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 $ 12,500.00 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 extensions or renewals thereof, (2) the performance of each agreement of Trustor incorporated by reference or contained herein or reciting it is so secured, (3) Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

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 commit or permit waste thereof; not to commit, suffer 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) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(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 action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay, at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; 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 so to do and 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 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 judgement of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his or her reasonable fees.



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(END OF REPORT)

IN THE EVENT TRUSTOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE BENEFICIARY, SELLS, AGREES TO SELL, TRANSFERS OR CONVEYS ITS INTEREST IN SAID REAL PROPERTY OR ANY PART THEREOF OR ANY INTEREST THEREIN, BENEFICIARY MAY, AT ITS OPTION, DECLARE ALL SUMS SECURED HEREBY IMMEDIATELY DUE AND PAYABLE. CONSENT TO ONE SUCH TRANSACTION SHALL NOT BE DEEMED TO BE A WAIVER OF THE RIGHT TO REQUIRE SUCH CONSENT TO FUTURE OR SUCCESSIVE TRANSACTIONS. THE TERMS "TRUSTOR" AND "BENEFICIARY" INCLUDE THEIR SUCCESSORS.

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