

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 13th day of August

A. D. 1971, by and between John W. Tibbetts

As Trustor, and First American Title Company of Nevada

a corporation duly organized and existing under and by virtue of the laws of the State of Nevada As Trustee, and FIRST NATIONAL BANK OF NEVADA, Reno, Nevada, a corporation organized and existing under and by virtue of the laws of the United States of America, as Beneficiary. (It is distinctly understood that the word "Trustor" and the word "his" referring to the Trustor, 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 content.)

WITNESSETH: That said Trustor hereby grants, conveys and confirms unto said Trustee in trust with power of sale, the following described real property situate in the Caliente

County of Lincoln State of Nevada, to-wit:

The West half (W 1/2) of Lot four (4) and the East half (E 1/2) of Lot five (5) in Block fourteen (14) revised official plat of Caliente, Nevada.

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$4,637.40 executed by Trustor in favor of Beneficiary or order. 3. Payment of such additional sums as may hereafter be advanced for the account of Trustor or Assignee by Beneficiary with interest thereon.

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 to properly care for and keep the property herein described in first class condition, order and repair; to care for, protect and repair all buildings and improvements situate thereon; not to remove or demolish any buildings or other improvements situate thereon; and otherwise to protect and preserve the said premises and the improvements thereon and not to commit or permit any waste or deterioration of said buildings and improvements or of said premises.

SECOND: The following covenants, Nos. 1, 2 (\$ amount of insurance) 3, 4 (interest 1% per month) 5, 6, 7 (counsel fees 10%) and 8 of N. R. S. 107.030, are hereby adopted and made a part of this deed of trust.

THIRD: In the event of a deficiency after sale pursuant to the covenants incorporated herein, the Beneficiary has a right to claim and collect such deficiency out of other property not otherwise exempt of the Trustor, by suit or otherwise, together with costs incurred and a reasonable attorneys' fee.

FOURTH: The rights and remedies hereby granted shall not exclude any other rights or remedies granted herein or by law, and all rights or remedies granted hereunder or permitted by law shall be concurrent and cumulative.

FIFTH: Trustor further agrees that the beneficiary may from time to time and for periods not exceeding one year, in behalf of the Trustor renew or extend any promissory note secured hereby and said renewal or extension, shall be conclusively deemed to have been made when so endorsed on said promissory note or notes by the beneficiary in behalf of the Trustor.

SIXTH: 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.

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

EIGHTH: In the event of a default in the performance or payment under this deed of trust or the security for which this deed of trust has been executed, any notice given under Section 107.080 N. R. S. shall be given by Certified Mail to the trustor(s) addressed to 461 Main Street, Caliente, Nevada and such notice shall be binding upon the trustor(s), assignee(s), or grantee(s) from the trustor(s).

NINTH: It is expressly agreed that the trusts created hereby are irrevocable by the Trustor.

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

John W. Tibbetts
John W. Tibbetts

**State of Nevada**

County of Elko } **SS.**

On this 3rd day of September in the year A. D. nineteen hundred and 71 before me, Imogene W. Thompson a Notary Public in and for said Elko County of Nevada personally appeared John W. Tibbetts known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

**In Witness Whereof**, I have hereunto set my hand and affixed my Official Seal at my office in the said Elko County of Nevada the day and year in this certificate first above written.

*Imogene W. Thompson*  
 Imogene W. Thompson  
 Notary Public - State of Nevada  
 My Commission Expires Oct. 16, 1974  
 Notary Public in and for the County of Elko State of Nevada.  
 My Commission Expires Oct. 16 19 74

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year A. D. nineteen hundred and \_\_\_\_\_ before me, \_\_\_\_\_ a Notary Public in and for said \_\_\_\_\_ County of \_\_\_\_\_ personally appeared \_\_\_\_\_ known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

**In Witness Whereof**, I have hereunto set my hand and affixed my Official Seal at my office in the said \_\_\_\_\_ County of \_\_\_\_\_ the day and year in this certificate first above written.

Notary Public in and for the County of \_\_\_\_\_ State of Nevada.  
 My Commission Expires \_\_\_\_\_ 19 \_\_\_\_\_

50869

**Deed of Trust and Assignment of Rent**

John W. Tibbetts  
 Trustee.

-TO-

First American Title Co. of Nevada  
 Trustee.

-FOR-

FIRST NATIONAL BANK OF NEVADA  
RENO, NEVADA  
 Beneficiary.

Elko A. D. 19 71

Filed for record at the request of FIRST NATIONAL BANK OF NEVADA  
RENO, NEVADA  
Elko Office

September 22 A. D., 19 71  
 at 1 Min. per 1 official  
 P. M. in Vol. 2 of Records  
 Page 573 & 574 and following, Records of  
Lincoln County  
County, Nevada.  
County Recorder.

By *[Signature]*  
 Deputy Recorder.

101-108 (11-67)

WHEN RECORDED MAIL TO

Elko Plaza Office  
FIRST NATIONAL BANK OF NEVADA  
RENO, NEVADA

P. O. Box 1360  
Elko, Nevada  
 (Address of Office)