

DEED OF TRUST

THIS 1st day of October, 1971, THOMAS L. HUTCHINGS and JANICE MARGARET HUTCHINGS, his wife, of 1420 North Nevada, Carson City, Nevada, the Trustors, hereby irrevocably grant, bargain and sell to NEVADA NATIONAL BANK, Pioche Branch, Pioche, Nevada, the Trustee, in trust with power of sale, for the benefit of ROBERT EAMES SIDFORD and RUTH ANN SIDFORD, his wife, of P.O. Box 37, Pioche, Nevada, as Joint Tenants with right of survivorship, Beneficiaries, all of the following described property situate in the Town of Pioche, County of Lincoln, Nevada, described as follows, to-wit:

All of Lots five (5), Six (6), Seven (7) and Eight (8) in Block Thirty-seven (37) in the Town of Pioche, Lincoln County, Nevada, further located as being within the Southwest Quarter of the Northeast Quarter (SW4 NE4) of Section Twenty-two (22) Township One North (1N) Range Sixty-seven East (R67E) M.D.B. & M., with an easement for sidewalk 4' 6" in width along the easterly 65 ft of the north boundary of Lot Nine (9) in said Block Thirty-seven (37) together with any and all improvements situated thereon consisting of a Hotel, known as the Williams Motel, and other improvements and contents and inventory thereof including but not necessarily limited to:

- 2 - 300 gal. fuel tanks with lock caps
- 2 - oil furnaces
- 2 - electric hot water heaters
- 1 - Maytag washer (wringer type)
- 1 - Maytag electric dryer
- 2 - drain tubs

All furniture, linens, beds, bedding, baths complete with toilets, lavatories and showers, three television sets.

Together with all tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; all water and water rights used in connection therewith, all shares of stock evidencing the same; all easements

all easements and rights of way used in connection therewith or as a means of access thereto; all fixtures now or hereafter attached to or used in connection therewith; and also all the estate, right, title and interest, homestead, or other claim which the Trustors now have or hereafter may acquire to the property, or any part thereof, with the appurtenances.

As security for (a) the payment of the sum of TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500.00) with interest, expenses and counsel fees according to the terms of the promissory note or notes executed and delivered by Trustors to Beneficiaries, and all extensions, revisions, or renewals; (b) such additional amounts as may be hereafter loaned by Beneficiaries or their successors to Trustors or any of them, or any successor in interest of Trustors, with interest thereon, and any other indebtedness or obligation of Trustors or any of them, and any present or future demands of any kind or nature which Beneficiaries, or their successor, may have against Trustors, 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; (c) for the payment and performance of every obligation, covenant, promise or agreement herein, or in the note or notes, or in any other instrument of security now or subsequently executed by Trustors.

Covenants Nos. 1, 2 (\$12,500.00 insurance with extended coverage), 3, 4 (interest, 10%), 5, 6, 7 (counsel fees, 10%), 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

Trustors further agree:

1. (Maintenance): To properly maintain and keep the property, including any building, improvements and landscaping.

in good condition and repair; not to remove or demolish any building or improvement; not to make any alteration or improvement which would reduce or impair, or tend to reduce or impair, the value of the property; to restore any uninsured building or improvement damaged or destroyed; to complete in a good, workmanlike manner any improvement or building which may be constructed; to pay when due all claims for labor performed or material furnished; to underpin and support, when necessary, any building or improvement; not to commit or permit any waste or deterioration of buildings, improvements, or land; not to suffer any lien to attach to the property, or to cause such liens to be discharged within a reasonable period of time; to comply with all laws, ordinances, and regulations affecting the property or its use, or in respect to alterations or improvements; and not to permit any act upon the property in violation of any law, restriction, covenant, or condition. If the property is farm land, Trustors agree to farm, cultivate and irrigate the property in a proper, approved, and husbandlike manner.

2. (Conveyance): Trustors agree not to sell, convey, transfer or dispose of, suffer title to be divested by operation of law, or further encumber the property of any part thereof, or any interest therein, without first obtaining the written consent of the Beneficiaries. Such consent, when given, shall not constitute a release of Trustors.

3. (Condemnation): Any condemnation award is hereby assigned to the Beneficiaries for application to the indebtedness.

4. (Possession): Trustors hereby assign to Beneficiaries, to take effect upon any default by Trustors, any and all rents, issues and profits, and authorizes Beneficiaries to collect the

same, with or without taking possession of the property. Upon any default, Beneficiaries may at any time, without notice, either in person, by agent, or by a receiver to be appointed by a court, enter upon and take possession of the property or any part thereof and, at the option of Beneficiaries, rent the premises, To enforce such rights, Beneficiaries is hereby granted the summary remedies of a landlord. Such acts shall not waive or affect the right of foreclosure of any other right hereunder. Beneficiaries shall have the right, at reasonable times and upon reasonable notice, to inspect the premises.

5. (Waiver): Acceptance of a late or partial payment shall not constitute a waiver of default, and no waiver of any delay or default shall constitute a waiver of any other or future delay or default. Beneficiaries may, from time to time, and for periods not exceeding one year, on behalf of the Trustors, renew or extend any promissory note, and the renewal or extension shall be conclusively deemed to have been made when endorsed on the note or notes.

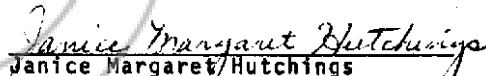
6. (Remedies): Any default in payment, or in the performance of any covenant herein, or in any instrument secured hereby, shall have the same effect as a violation of the covenants adopted by reference and shall also entitle Beneficiaries to declare all sums secured hereby immediately due and payable without demand or notice. Trustors agree to pay any deficiency arising after application of the proceeds of sale. A Trustor who is a married woman agrees that recourse may be had against her separate property. If Beneficiaries holds additional security for any obligation secured hereby, it may enforce its sale before or after a sale hereunder.

Beneficiaries may also bring an action to enforce the payment of any note or indebtedness secured hereby, without causing the Trustee to sell the security, the Trustors hereby waiving any provision of law requiring that recourse first be had to the security. The rights or remedies granted herein, or by law, shall be concurrent and cumulative. In the event of any tax or assessment on the interest of this Deed of Trust, it shall be deemed that such taxes and assessments are on the interest of the Trustors, who agree to pay the same although assessed against the Beneficiaries or Trustee.

7. (Parties): These agreements shall inure to, apply to, and shall bind the successors and the successors in interest of the parties. The singular shall include the plural and all genders. Obligations of parties shall be joint and several. Any notice required by law shall be given to Trustors by registered mail at Trustors address below.

Trustors' Address
1420 North Nevada St.
Carson City, Nevada 89701


Thomas L. Hutchings


Janice Margaret Hutchings

STATE OF NEVADA }
CARSON CITY } SS.

ON THIS 1st day of October, 1971, personally appeared before me, a notary public in and for Carson City, State of Nevada, THOMAS L. HUTCHINGS and JANICE MARGARET HUTCHINGS, his wife, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Jane K. Gily
Notary Public

(SEAL) JANE K. GILY
Notary Public — State of Nevada
Carson City
My Commission Expires Aug. 12, 1984

No. 51017
FILED AND RECORDED AT REQUEST OF
William J. Crowell
October 29, 1971
AT 1 MINUTES PAST 1 O'CLOCK
P.M. IN BOOK 3 OF OFFICIAL
RECORDS, PAGE 86 - 91 LINCOLN
COUNTY, NEVADA.
Ernest R. ...
COUNTY RECORDER