

Nevada National Bank
RECORDING REQUESTED BY

When Recorded Mail to
NEVADA NATIONAL BANK OF COMMERCE

Box 247

Pioche, Nv. 89013

RECORDING DATA No. 52657 recorded at the
request of Nevada National Bank at 1:01 p.m.
on March 1, AD 1973 in Book 6 of Official
Records Lincoln County Nevada.

Bruce B. Brundy
County Recorder, Lincoln County, Nevada

Space Above this Line for Recorder's Use

DEED OF TRUST & ASSIGNMENT OF RENTS

THIS DEED OF TRUST, Made this 22nd day of February, 1973 between
Charles H. & Helen V. Brundy

whose address is Carp, Nevada 89009

herein called TRUSTOR, NERACO, Inc., a Nevada corporation, herein called TRUSTEE, and NEVADA NATIONAL BANK OF
COMMERCE, a National banking association, organized and existing under and by virtue of the laws of the State of Nevada,
herein called BENEFICIARY. (It is distinctly understood that the word "Trustor" and the words "he", "his" or "him" 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 context.)

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with power of sale, that property
in Lincoln County, Nevada, described as:

Lots 3,5,7 & 9, Denton Heights, Caliente Nv.

TOGETHER WITH, all and singular the tenements, hereditaments, and appurtenances thereto belonging, or in anywise
appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, royalties and pay-
ments arising or accruing by reason of any oil, gas or mineral lease thereof, and installments of money payable pursuant to any
agreement for sale of said property or any part thereof, SUBJECT, HOWEVER, to the right, power, and authority given to and
conferred upon Beneficiary by paragraph (13) of the provisions incorporated herein by reference to collect and apply such rents,
issues, profits, royalties, payments and installments of money as they become due and payable. It is specifically understood and
agreed, without affecting the generality of the foregoing, that all gas, electric, heating, cooling, cooking, air-conditioning, refriger-
eration and plumbing appliances and equipment, which are now in or which may hereafter be attached to, or built-in in any build-
ing or improvement now or hereafter on said real property, shall be deemed fixtures and a part of the realty, and are a portion of
the security for the indebtedness herein mentioned.

FOR THE PURPOSE OF SECURING: 1. Payment of the sum of \$ 3099.60
with interest thereon, according to the terms of a promissory note or notes of even date herewith, made by Trustor, payable to the
order of the Beneficiary, and extensions or renewals thereof. 2. Payment of such additional sums with interest thereon as may
hereafter be borrowed from the Beneficiary by the then record owner or owners of said property when evidenced by another
Promissory note or notes. 3. Payment, with interest thereon, of any other present or future indebtedness or obligation of the
Trustor (or of any successor in interest of the Trustor to said property) to the Beneficiary, whether created directly or acquired
by assignment, whether absolute or contingent, whether due or not, whether otherwise secured or not or whether existing at the
time of execution of this Deed of Trust, or arising thereafter. 4. Performance of each agreement of Trustor herein contained.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of
this Deed of Trust and the note or notes secured hereby, that he will observe and perform all provisions; that the note and other
obligations therein referred to shall be deemed to mean the obligations secured by this Deed of Trust; that the property herein re-
ferred to shall be deemed to mean the property affected by this Deed of Trust; that the terms "Trustor", "Beneficiary", and
"Trustee", as used therein shall be deemed to mean the Trustor, Beneficiary, and Trustee, respectively, under this Deed of Trust;
and Trustor acknowledges that he has read the copy of said provisions (1) to (17), inclusive, set forth on the reverse and under-
stands the same.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him
at his address hereinbefore set forth.

STATE OF NEVADA }
COUNTY OF Lincoln } ss.

On this 1st day of March, 1973,

personally appeared before me, a Notary Public, Charles
H. & Helen V. Brundy who acknowledged
that they executed the above instrument.

SIGNATURE OF TRUSTOR

Helen V. Brundy
Charles H. Brundy

Barbara S. Mathews
NOTARY PUBLIC

BARBARA S. MATHEWS
Notary Public - State of Nevada
COUNTY OF LINCOLN
My Commission Expires Aug. 28, 1974

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 buildings 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; and if the loan secured hereby or any part thereof is being obtained for the purpose of construction of improvements on said property, Trustor also agrees, anything in this Deed to the contrary notwithstanding (a) to complete same in accordance with plans and specifications satisfactory to Beneficiary fifteen (15) calendar days after written notice from Beneficiary of such fact; (b) that work shall not cease on the construction of such improvements for any reason whatsoever for a period of fifteen calendar days; to comply with 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 which is likely to injure, cultivate, irrigate, fertilize, fumigate, prune and do all other things which from the character or use of said property may be reasonably necessary, the specific enumerations being not excluding the general. The Trustor, upon presentation to him of a affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.
- (2) To provide and maintain in force at all times, fire and other types of insurance as may be required, each in an amount satisfactory to, and with Loan Payable to said Beneficiary. Said insurance policies shall be in form and content, and for such term, and in such corporations as may be satisfactory to the Beneficiary, and shall be delivered to and remain in possession of Beneficiary as further security for the faithful performance of these trusts.
- At least sixty (60) days prior to the expiration of any such insurance policy, policy or policies renewing or extending said expiring insurance shall be delivered to said Beneficiary together with a receipt showing payment of the premium therefor. By executing this Deed of Trust the Trustor specifically requests Beneficiary by the Trustor, but Beneficiary shall be under no obligation to do so, and the obtaining of any such insurance and the payment of the premium therefor by Beneficiary shall not release Trustor from any obligation hereof. Neither Trustor nor Beneficiary shall be responsible for such insurance or for the collection of any insurance moneys, or for any insolvency of any insurer or insurance underwriter. Any and all unexpired insurance shall inure to the benefit of, and pass to the purchaser of, the property conveyed hereby at any Trustee's sale held hereunder.
- 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) Should Trustor sell, convey, transfer, dispose of or further encumber said property, or any part thereof, or any interest therein, or agree so to do, without consent of Beneficiary first obtained, then Beneficiary shall have the right at his option to declare all sums secured hereby forthwith due and payable. Consent to one such transaction shall not be deemed to be waiver of the right to exercise such option in future or successive transactions. If this Deed of Trust or any Note secured hereby contains any provision conferring on Beneficiary the right to demand any penalty, fee or sum of money for prepayment of any indebtedness secured hereby, Trustor agrees to pay the maximum amount of such penalty, fee or sum of money which Beneficiary would have been entitled to demand pursuant to such provision. If any of said indebtedness shall be paid prior to the due date thereof stated in said Note of this Deed, even if not withstanding Trustor shall have defaulted in payment thereof, or in performance of any agreement hereunder, and Beneficiary, by reason thereof, shall have declared all sums secured hereby immediately due and payable.
- (4) 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 lien and attorney's fees, in any such action or proceeding, and in any action or proceeding to enforce the security hereof, including, but not limited to any condemnation proceeding in which Beneficiary or Trustee may appear or be named and by Beneficiary or Trustee to foreclose this Deed of Trust.
- (5) To pay, at least ten (10) days before the maturity of any taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all incumbrances, 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 and powers of Beneficiary or Trustee; pay, purchase, contest or compromise any incumbrance, 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.
- (6) To pay immediately and without demand all sums so expended by Beneficiary or Trustee with interest from date of expenditure at the rate specified in said note.
- (7) To insure the payment of taxes and assessments, which are now or hereafter may be a lien upon the property described at least ten (10) days before the delinquency thereof as provided for in paragraph (5) hereinabove, and to pay such premiums upon policies of insurance which may be required by the Beneficiary as provided for in paragraph (2) hereinabove, the Trustor agrees to pay the Beneficiary, in addition to any other payments required hereunder, an amount which will become due and payable to renew the insurance on the premises covered hereby and required by the Beneficiary. Trustor agrees to deliver promptly to Beneficiary all bills and notices therefor. Such installments shall be equal to the estimated premium or premiums for such insurance and taxes and assessments next due (as estimated by Beneficiary) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date such premium or premiums and taxes and assessments will become delinquent. If the amount paid to the Beneficiary under the provisions of this paragraph are insufficient to discharge the obligation of the Trustor to pay such premium or premiums, taxes and assessments at the same time as the same become due, the Trustor shall pay to Beneficiary upon its additional obligation of the Trustor to pay such premium or premiums, taxes and assessments at the same time as the same become due. At the option of the Beneficiary, all moneys paid to the Beneficiary under the terms of this paragraph shall be held by Beneficiary in trust to pay such premium or premiums, taxes and assessments before the maturity of the note secured hereby, or may be credited directly to the principal due under the terms of the note secured hereby and upon payment by the Beneficiary of taxes, assessments and insurance premiums, the amount so paid shall be charged to the principal due upon the note secured hereby. If the Trustor shall fail to pay the installments provided for in this paragraph, such failure shall constitute a default under this Deed of Trust.
- (8) In the event of default in the payment of any of the moneys to be paid under the terms of the Note secured hereby or this Deed of Trust or in the performance of any of the covenants and obligations of this Deed of Trust then any funds in the possession of the Beneficiary under the provisions of paragraph (7) may at the option of the Beneficiary be applied to the payment of principal and/or interest upon the obligation secured hereby in lieu of being applied to any of the purposes for which the fund established under paragraph (7) is established.
- (9) Any award of damages in connection with any condemnation for public use 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.
- (10) By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
- (11) At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said Note for endorsement, and without affording 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 or join in any extension agreement or any agreement subordinating the lien or charge hereof.
- (12) Upon a request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of the original of this Deed and said Note and 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". Five years after issuance of such full reconveyance, Trustee may destroy said Deed and Note (unless directed by the person or persons legally entitled thereto). Such request and reconveyance shall operate as a re-assignment of the rents, issues and profits hereinafter assigned to Beneficiary.
- (13) As additional security, Trustor hereby gives to and confers upon the Beneficiary the right, power, and authority, during the continuance of these trusts, to collect the rents, issues, profits, royalties and payments of said property, or arising or accruing by reason of any oil, gas, or mineral lease thereon, and all installments of money payable pursuant to any agreement for the sale of said property or any part thereof, reserving unto Trustor the right to collect, profits, royalties, payments and installments of money, as they become due and payable. Upon any such default by Beneficiary, Trustor hereby agrees to pay the Beneficiary, 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 secured hereby, to enter and take possession of any property or any part thereof in his own name, due for or otherwise collect such rents, issues, profits, royalties, payments and installments of money, including those past due and unpaid, and apply the same to the payment of the same and the expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as Beneficiary may determine. If Beneficiary should take possession of said property, then and thereupon, the collection of such rents, issues, profits, royalties, payments and installments of money, and the application thereof as aforesaid, shall not cure nor waive any default or Notice of Default hereunder nor invalidate any act and installment of money, and the application thereof as aforesaid, shall in any time or from time to time to collect any such moneys shall not in any manner impair the subsequent enforcement by Beneficiary of the right, power and authority herein conferred upon it. Nothing contained herein shall be construed to limit or restrict the exercise of any right, power or authority herein granted to Beneficiary, shall be, or be construed to be, an affirmation by it of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge this Deed contains in any conveyance under which said Trustor claims or derives title, then and at any time thereafter the Beneficiary hereunder may declare all sums secured hereby immediately due and payable, without demand or notice; and the Beneficiary or Trustee shall record in the office of the County Recorder of said county or counties wherein said property or any part thereof is situated, a notice of such breach or default, and election to cause the said property to be sold to satisfy the indebtedness and obligations secured hereby, as provided by the laws of the State of Nevada with reference to the foreclosure of deeds of trust. On application of the Beneficiary, and after at least three (3) months shall have elapsed following the recording of said notice of breach or default, the Trustee shall give notice of the time and place of sale in the manner and for a time not less than that required by law for the sale or sales of real property under the laws 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 fixed by the preceding postponement, and without further notice it may make such sale at the time to which the same shall be so postponed. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recital in any such deed shall be conclusive against all persons as to all matters of fact, facts therein recited. Any person, including Trustor, Trustee or Beneficiary, may purchase at any such sale. Trustor hereby agrees to surrender to all matters of fact, without demand, possession of said property to any purchaser at any such sale. In the conduct of any such sale the Trustee may act itself, or through any auctioneer, agent or attorney. In addition to the indebtedness and other obligations, in the conduct of any such sale the Trustee hereby agrees to pay the expenses of such sale and of this Trust, and consent of the Trustee in an amount equal to one per cent (1%) of the amount secured hereby and to remain unpaid, but in no event less than Twenty-five Dollars (\$25.00) and one cent of fees in any county where the sale is held, and also such sums, if any, as Trustor or Beneficiary shall be secured hereby or certificate or report as in the title to said premises or any part thereof subsequent to the execution of this instrument, all of which sums in the hands of the Trustee after the payment of all sums secured hereby, shall be paid in the exercise of its absolute discretion, may direct. Any surplus of the proceeds of the sale of the property shall be paid to the person or persons legally entitled thereto on the proof of such person or persons. Trustor agrees to give force and effect to the right of the person or persons legally entitled thereto on the proof of such person or persons to the payment of all sums secured hereby.
- (14) If breach or default be made in the prompt payment, when due, of any sum secured hereby, or in the performance of any promise contained herein, or contained in any conveyance under which said Trustor claims or derives title, then and at any time thereafter the Beneficiary hereunder may declare all sums secured hereby immediately due and payable, without demand or notice; and the Beneficiary or Trustee shall record in the office of the County Recorder of said county or counties wherein said property or any part thereof is situated, a notice of such breach or default, and election to cause the said property to be sold to satisfy the indebtedness and obligations secured hereby, as provided by the laws of the State of Nevada with reference to the foreclosure of deeds of trust. On application of the Beneficiary, and after at least three (3) months shall have elapsed following the recording of said notice of breach or default, the Trustee shall give notice of the time and place of sale in the manner and for a time not less than that required by law for the sale or sales of real property under the laws 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 fixed by the preceding postponement, and without further notice it may make such sale at the time to which the same shall be so postponed. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recital in any such deed shall be conclusive against all persons as to all matters of fact, facts therein recited. Any person, including Trustor, Trustee or Beneficiary, may purchase at any such sale. Trustor hereby agrees to surrender to all matters of fact, without demand, possession of said property to any purchaser at any such sale. In the conduct of any such sale the Trustee may act itself, or through any auctioneer, agent or attorney. In addition to the indebtedness and other obligations, in the conduct of any such sale the Trustee hereby agrees to pay the expenses of such sale and of this Trust, and consent of the Trustee in an amount equal to one per cent (1%) of the amount secured hereby and to remain unpaid, but in no event less than Twenty-five Dollars (\$25.00) and one cent of fees in any county where the sale is held, and also such sums, if any, as Trustor or Beneficiary shall be secured hereby or certificate or report as in the title to said premises or any part thereof subsequent to the execution of this instrument, all of which sums in the hands of the Trustee after the payment of all sums secured hereby, shall be paid in the exercise of its absolute discretion, may direct. Any surplus of the proceeds of the sale of the property shall be paid to the person or persons legally entitled thereto on the proof of such person or persons. Trustor agrees to give force and effect to the right of the person or persons legally entitled thereto on the proof of such person or persons to the payment of all sums secured hereby.
- (15) Beneficiary may, from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument when executed and acknowledged by Beneficiary and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of Beneficiary and recorded in the office of the recorder of the county or counties where said property is situated, all its title, estate, rights, powers and duties. Said instrument shall contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded, and the name and address of the new Trustee. If no record of this substitution shall have been recorded, this power of substitution cannot be exercised until the costs, fees and expenses of the then acting Trustee shall have been paid to such Trustee, who shall endorse receipt therefor upon such instrument of substitution. The procedure herein provided for substitution of Trustees shall be exclusive of all other provisions for substitutions, statutory or otherwise.
- (16) This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The Beneficiary shall mean the owner and holder, including pledgees of the Note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter and the singular number includes the plural.
- (17) Trustor accepts this Trust when this Deed is fully 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.

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.