

53096

No. 53096  
FILED AND RECORDED AT REQUEST OF  
Nevada National Bank

RECORDING DATA

July 10, 1973  
AT 30 MINUTES PAST 2 O'CLOCK  
P M IN BOOK 7 OF OFFICIAL  
RECORDS, PAGE 557-558 LINCOLN  
COUNTY, NEVADA.

*Janet L. Justice*  
COUNTY RECORDER

RECORDING REQUESTED BY

When Recorded Mail to  
NEVADA NATIONAL BANK  
Pioche Branch  
P.O. Box 247-A  
Pioche, Nevada 89043

Space Above this Line for Recorder's Use

DEED OF TRUST & ASSIGNMENT OF RENTS

THIS DEED OF TRUST, Made this 26th day of \* \* \* JUNE \* \* \* 1973 between  
William R. Orr and Jeanette Orr, husband and wife \* \* \* \* \*

whose address is \* \* \* Pioche, Nevada 89043

herein called TRUSTOR, NEBACO, Inc., a Nevada corporation, herein called TRUSTEE, and NEVADA NATIONAL BANK  
BENEFICIARY, 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:

All of Lots 18,19,20,21,22,23,24,& 25 in Block 33 as described on the official platt of  
the Town of Pioche, now on file in the office of the Lincoln County Recorder, Pioche,  
Nevada, together with any and all improvements thereon.. ALSO:

All of Lot 6 in Block 33 as described on the official Platt of the Town of Pioche, now  
on file in the office of the Lincoln County Recorder, Pioche, Nevada, together with any  
and all improvements thereon.. ALSO:

All of Lots 1,2,3,4,5,6,62,63,64,A & B in Block 25, as described on the official Platt  
of the Town of Pioche, now on file in the office of the Lincoln County Recorder, Pioche,  
Nevada, together with any and all improvements thereon..

TOGETHER WITH, all and singular the tenements, hereditaments, and appurtenances therunto 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 (18) 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, refrig-  
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 \$ 20,000.00 - - - - -  
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  
referred 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 2nd day of July, 1973,

personally appeared before me, a Notary Public,

*William + Jeanette Orr* who acknowledged

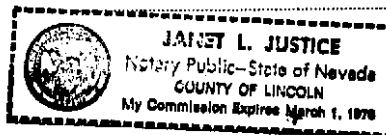
that he executed the above instrument.

SIGNATURE OF TRUSTOR

*William R. Orr*  
William R. Orr  
*Jeanette E. Orr*  
Jeanette Orr

Pioche, Nevada 89043

*Janet L. Justice*  
NOTARY PUBLIC



**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; (b) to allow Beneficiary to inspect said property at all times during construction; (c) to replace any work or materials unsatisfactory to Beneficiary, within fifteen (15) calendar days after written notice from Beneficiary of such fact, which notice may be given to the Trustor by certified mail, sent to his last known address, or by personal service of the same; (d) 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 all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to cut, nor to 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. The Trustee, upon presentation to it of an 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 loss 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 Beneficiary, and shall be delivered to and remain in possession of Beneficiary as to, and further security for the faithful performance of these trusts.
- At least sixty (60) days prior to the expiration of any said insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary to obtain said insurance in the event any said insurance policy and a receipt for payment of the premium therefor, by executing this Deed of Trust the Trustor specifically requested by 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 Trustee 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 as 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 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 being first obtained, Beneficiary shall have the right at its option to declare all sums secured hereby forthwith 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. In this Deed of Trust or any Note secured hereby, no provision conferring on Beneficiary the right to demand any penalty, fee or sum of money which Beneficiary would have been entitled any indebtedness secured hereby. Trustee 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 or this Deed, even if and notwithstanding 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.
- Beneficiary may charge Trustor a reasonable fee, but not exceeding such amount as may from time to time be authorized by law, for furnishing any statement or notice relating to this Deed of Trust or the indebtedness hereby secured, including, but not limited to, notice showing the information specified in Chapter 107, Nevada Revised Statutes, 107.080 and 107.090. Beneficiary may also charge Trustor a reasonable fee for any other service rendered Trustor or on his behalf connected with this Deed, or the loan secured hereby, including without limiting the generality of the foregoing, the delivery to an escrow holder of a request for fall or partial reconveyance of this Deed; transmitting to an escrow holder moneys secured hereby; replacing an existing policy of fire insurance or other casualty insurance, held by Beneficiary hereunder, secured hereby with another such policy; any such charge shall be secured hereby and Trustor agrees to pay the same together with interest from the date of such charge at the rate specified in said note immediately and without demand.
- (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 title and attorney's fees, but not limited to, any condemnation proceeding in which Beneficiary or Trustee may appear or proceeding whatever affecting the security hereof, including, but not limited to, any condemnation proceeding in which Beneficiary or Trustee may appear or defend any action or proceeding brought by Beneficiary to foreclose this Deed of Trust.
- (5) To pay, at least ten (10) days before delinquency all taxes and assessments and appurtenant water stock, 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 hereunder, 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 or otherwise acquire 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). Trustor agrees to pay such premiums upon policies of insurance which may be required by the Beneficiary as provided for in paragraph (5). In the event of default in the payment of any such fund 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.
- (8) 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.
- (9) 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.
- (10) 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 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 or join in any extension agreement or any agreement subordinating the lien or charge hereof.
- (11) Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of the original of this Deed and said Note to Trustee for cancellation and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The Note to Trustee for cancellation and upon payment of its fees, shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described in the recitals in such reconveyance as "the person or persons legally entitled thereto". Five years after issuance of such full reconveyance, Trustee may reconvey said Note and this Deed (unless directed in such request to retain them). Such request and reconveyance shall operate as a re-assignment of the rents, issues and profits hereinafter assigned to Beneficiary.
- (12) 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 of any oil, gas, or mineral lease thereof, or of any other property, 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 prior to and after the maturity of any such indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues, profits, royalties, payments and installments of money, as they become due and payable. Upon any such default, Beneficiary may, at any time without notice, enter and take possession of said property or any part thereof, in his own name, sue for or otherwise collect such rents, issues, profits, royalties, payments and installments of money, including those past due, unpaid, and apply the same, less costs and expense 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, Beneficiary may rent or lease any or all of said property upon such terms as may be reasonable under all the circumstances. The entering upon and taking possession of said property, the collection of such rents, issues, profits, royalties and installments of money, and the application thereof as aforesaid, shall not cure nor constitute a default hereof, in such order and to such extent as the Beneficiary, in the exercise of its right, power and authority herein conferred upon it, Nothing contained herein, nor the exercise of its 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 to, and such tenancy, lease or option.
- (13) 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 the 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 execution, and without demand on 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 fixed by the preceding postponement, and without further notice it may make such sale at the time to which the same shall be 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 of any matters or facts stated either specifically or in general terms, or as conclusions of law or fact, shall be conclusive proof of the truthfulness thereof, and such deed shall be conclusive against all persons as to all matters or facts therein recited. Any persons, including Trustor, Trustee or Beneficiary, who purchase any such sale, Trustor hereby agrees to surrender immediately, and without demand, possession of said property to the purchaser at any sale held hereunder. 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 secured hereby, the Trustor hereby agrees to pay the expenses of such sale and of this trust, and compensation of the Trustee in an amount equal to one per cent (1%) of the amount secured hereby and remaining unpaid, but in no event less than Twenty-five Dollars (\$25.00), and counsel fees in an amount equal to six per cent (6%) of the amount remaining unpaid and secured hereby, but in no event less than One Hundred Dollars (\$100.00), and also such sums, if any, as Trustee or Beneficiary shall have paid for procuring an abstract of title or search of or certificate of report as to the title to said premises or any part thereof subsequent to the execution of this instrument, all of which sums shall be secured hereby and become due upon any default hereunder made by the Trustor. The Trustee shall apply the proceeds of any sale held hereunder to the satisfaction of such obligations hereby, in such order and to such extent as the Beneficiary, in the exercise of its absolute discretion, may direct. Any surplus right, Trustor agrees to pay forthwith to Beneficiary or other person or persons entitled thereto any deficiency remaining after the application of the proceeds of sale to the payment of all sums secured hereby.
- (14) 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, 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 such successor Trustee or Trustees, who shall without conveyance, from the Trustee predecessor, succeed to all his title, powers and duties. Said instrument must 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 notice of default shall have been recorded, this power of substitution may 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 thereon upon such instrument of substitution. The procedure herein provided for substitution of Trustee shall be exclusive of all other provisions for substitutions, statutory or otherwise.
- (15) This Deed applies to, inures 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 holders of the Note secured hereby, whether or not named as Beneficiary herein. In this Deed, wherever the masculine gender is used, it shall include the feminine and/or neuter and the singular number includes the plural.
- (16) Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustor 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.