

No. 53807

Nevada National Bank, Pioche Branch
RECORDING REQUESTED BY
When Recorded Mail to
NEVADA NATIONAL BANK
P.O. Box 247 A
Pioche, Nevada 89043

RECORDING DATA FILED AND RECORDED AT REQUEST OF
Nevada National Bank
Jan. 15, 1978
AT 30 MINUTES PAST 11 O'CLOCK
A.M. IN BOOK 9 OF OFFICIAL
RECORDS, PAGE 82-83 LINCOLN
COUNTY, NEVADA
COUNTY RECORDER

Space Above this Line for Recorder's Use

DEED OF TRUST & ASSIGNMENT OF RENTS

THIS DEED OF TRUST, Made this 2nd day of January, 1978 between
Charles H. Brundy and Helen V. Brundy, husband and wife.

whose address is General Delivery Corp. Nevada 89009

herein called TRUSTOR, NEBACO, Inc., a Nevada corporation, herein called TRUSTEE, and NEVADA NATIONAL BANK
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 Lot #4, Block 16 in the Thomas E. Dixon Addition to the City of Caliente as described
on the official platt of the City of Caliente, 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 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 (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 \$ 13,200.00
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 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

On this 2nd day of January, 1978,

personally appeared before me, a Notary Public,

Charles H. & Helen Brundy who acknowledged

that he executed the above instrument.

SIGNATURE OF TRUSTOR

Charles H. Brundy
Helen V. Brundy

General Delivery, Corp., Nevada 89009

Melba Lynch
NOTARY PUBLIC

MELBA LYNCH
Notary Public - State of Nevada
Lincoln County
My Commission Expires Nov. 3, 1977

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 buildings 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 hereof is being retained 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 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 several; The Trustor, 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 on any and all conclusions 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 Beneficiary, and shall be delivered to and remain in possession of Beneficiary, 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 for the faithful performance of these trusts.

At least sixty (60) days prior to the expiration of any said insurance policy, a policy or policies 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 releases 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 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 if Trustor's said policy had 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 constitute an admission of liability, or constitute a transfer of title, or constitute a discharge or satisfaction of any part of the indebtedness secured hereby.

(3) Should Trustor sell, convey or otherwise 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, then Beneficiary shall, at its option, be entitled to declare any 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. If this Deed or any indebtedness secured hereby contains any provision conferring on Beneficiary the right to demand any penalty, fee or sum of money for enforcement of this Deed or demand pursuant to such provision, if any of said indebtedness shall be paid prior to the date hereof, then said Beneficiary shall be entitled to demand and receive said 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 date hereof. Note or other certificate held by Beneficiary hereunder, and not declared all and immediately due and payable and payee thereof, shall be null and void, and Beneficiary, by reason thereof, shall have no right to collect thereon.

Beneficiary may charge Trustor a reasonable fee 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 secured hereby, including but not limited to 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 by Beneficiary in connection with this Deed of Trust, including without limiting the generality of the foregoing, the delivery to an escrow holder of a contract for full or partial reconveyance of this Deed; transmitting to an escrow holder a copy of this Deed, and of a copy of the instrument secured hereby; changing its records pertaining to this Deed and the loan with another such institution; or for any other services rendered by Beneficiary hereunder, and for any costs and expenses incurred by Beneficiary hereunder, and the rate specified in said note immediately due and payable by Trustor and Trustor agrees to pay the same together with interest from the date of such charge at the same rate as is provided in said note 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 proceed whenever affecting the security hereof, including, but not limited to any condemnation proceeding in which Beneficiary or Trustee may appear or be named and any suit brought by Beneficiary or Trustee hereunder. Deed of Trust.

(5) To pay, at least ten (10) days before delinquency all 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 Deed.

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 purpose and to defend any action or proceeding purporting to affect the security hereof or the rights and powers of Beneficiary or Trustee; pay, purchase, contract or execute any incumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such power 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 law 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) hereinafore, and to pay such premiums, and to pay such premiums which may be required by the Beneficiary as a condition precedent to the assessment of the taxes or to levies against the hereinabove described premises and an installment of the premium or premiums that will become due and payable to renew the insurance or to pay such assessments or to pay such premiums or to pay such assessments or to pay such premiums to Beneficiary all bills and notices therefor. Such installments shall be equal to the estimated premium or premiums by the Beneficiary, Trustor agreeing to deliver promptly next due (or to the date of expiration of the policy) 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 (tax or assessments) shall be due and payable. If the amount of the premium or premiums payable under the provisions of this paragraph are insufficient to discharge the obligation of the Trustor to pay such premium or premiums, then the amount so paid to the Beneficiary under the provisions of this paragraph shall pay to Beneficiary upon its demand such additional sums as it may require to discharge Trustor's obligation to pay premium or premiums, taxes and assessments before the same become due and payable under the terms of this paragraph shall be held by Beneficiary in trust to pay such premium or premiums, taxes and assessments before the same become due and payable under the terms of this paragraph shall be held by Beneficiary in trust to pay such note secured hereby and upon payment by the Beneficiary of taxes, assessments and interest hereon, 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, the amount so paid 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 said funds are established under paragraph (7) is established.

(9) Any award of damages in connection with any condemnation proceeding, or any other public use of 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 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 affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustor may, however, subordinated subordinating the lien or charge hereof.

(12) 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 Trustor for cancellation and retention and upon payment of its fees, Trustor shall reconvey, without warranty, the property then held hereunder and shall release in such reconveyance all matters and facts shall constitute 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, Trustor may destroy said Note and this Deed (unless directed by 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.

(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 out of any all, gas, mineral lease thereon, and all installments of money payable pursuant to any agreement for the sale of said property or any part thereof, reserving to Trustor the right to receive, and default by Trustor on any 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, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the priority of any such debt, collect such rents, issues, profits, royalties, payments and installments of money, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order 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 determined by Beneficiary. The entering upon and taking possession of said property, the collection of such rents, issues, profits, royalties, payments and installments of money, and the application thereof as aforesaid shall not cure or waive any default or deficiency hereunder nor invalidate any action pursuant to such notice. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner limit or impair the enforcement by Beneficiary of the lien, power and authority herein conferred upon it. Nothing contained herein, nor the exercise of any right, power or authority herein granted or Beneficiary shall be, or be deemed to be, an assumption of liability, or an assumption of liability under, nor a subordination of the lien or charge of this Deed to, and such tenancy lease or option.

(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 secured hereby immediately due, when due, or when 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 and where said property 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. Trustee shall give notice of the time and place of sale in the manner 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 so postponed. Trustee shall deliver to the purchaser its deed conveying the property as sold, 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 person, including Trustor, Trustee or Beneficiary, may purchase at such sale. Trustor hereby agrees to surrender immediately, 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 hereon, but in no event less than Twenty Dollars (\$20.00) and also such sum as may be determined by Trustor or Beneficiary to pay the expenses of such sale, but in no event less than One Hundred Dollars (\$100.00), and also such sum as may be determined by Trustor or Beneficiary to pay for procuring an abstract of title or search of or certificate or report as to the title to said property or any part thereof. Trustor or Beneficiary shall have paid for procuring an abstract of title or search of or certificate or report as to the title to said property or any part thereof. If the Trustee is not satisfied with the execution of any such sale, all of which shall be in the hands of the Trustee after the payment of all sums secured hereby, and in the exercise of its absolute discretion, may direct. Any surplus right. Trustor agrees to pay forthwith to Beneficiary or other person or persons legally entitled thereto on the proof of such sale 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, 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 Trustor, succeed to all its title, estate, 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 Trustor, Trustee and Beneficiary hereunder, and the signature of the Trustor. The power of substitution shall be exercised until after the costs, fees and expenses of the then acting Trustee shall have been paid to such Trustee, who shall secure receipt thereon upon such instrument of substitution. The procedure herein provided for substitution of Trustee shall be exclusive of all other provisions for substitutions, satisfactory 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 term "Beneficiary" shall mean the owner and holder, including pledgees of the Note secured hereby, whether or not named as Beneficiary hereon.

(17) Trustee accepts this Trust when this Deed, duly 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.

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