

No. 61786

RECORDING REQUESTED BY
When Recorded Mail to
NEVADA NATIONAL BANK - PIOCHE OFFICE
P. O. BOX 247
PIOCHE, NEVADA 89043

RECORDING DATA

FILED AND RECORDED AT REQUEST OF
Nevada National Bank
April 24, 1978
AT 30 MINUTES PAST 2 O'CLOCK
P. M. IN BOOK 25 OF OFFICIAL
RECORDS, PAGE 207 LINCOLN
COUNTY, NEVADA
Melba Lynch
COUNTY RECORDER

Space Above this Line for Recorder's Use

DEED OF TRUST & ASSIGNMENT OF RENTS

THIS DEED OF TRUST, Made this 12th day of APRIL, 1978 between
Leslie E. McCrosky and JoLene H. McCrosky, husband and wife.

whose address is P. O. BOX 420, PANACA, NEVADA 89042

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 numbered 97 in the Sun Gold Manor Unit No. 1, a subdivision to the
town of Panaca, Lincoln County, Nevada, together with any and all improvements
thereon.

TOGETHER WITH, all and singular the tenements, hereditaments, and appurtenances thereunto 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, 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 \$ 15,000.00. 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 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 12th day of April, 1978

personally appeared before me, a Notary Public, Leslie

E. & JoLene H. McCrosky who acknowledged

that he executed the above instrument.

SIGNATURE OF TRUSTOR

Leslie E. McCrosky
Leslie E. McCrosky
JoLene H. McCrosky
JoLene H. McCrosky

Melba Lynch
NOTARY PUBLIC

MELBA LYNCH
Notary Public - State of Nevada
Lincoln County
My Commission expires Nov. 5, 1981

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

11. 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 thereon...

12. 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 the Beneficiary...

13. 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...

14. 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, then Beneficiary shall have the right at its option to declare all sums secured hereby forthwith due...

15. 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 report...

16. 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 the costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding...

17. To pay, at least ten (10) days before delinquency all taxes and assessments affecting said property, including assessments on apartment water stock, when due, all impoundments, charges and liens, with interest on said property or any part thereof...

18. 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 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 may be deemed necessary to protect the security hereof...

19. 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 delinquency thereof as provided for in paragraph 17 hereabove...

20. 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 in the performance of any promise contained herein, or in the performance of any obligation hereof, or in the performance of any promise contained herein, or in the performance of any obligation hereof...

21. 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 or to sue for such amount for failure so to pay.

22. 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 Note for endorsement and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustor may, necessary to the security 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 affecting the lien or charge hereof.

23. 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, Trustor for cancellation and deletion and upon payment of its fees, Trustor shall reconvey, without warranty, the property then held hereunder. The reconveyance may be by deed or by other legal means and shall be conclusive proof of the truthfulness thereof.

24. As additional security, Trustor hereby gives to and confers upon the Beneficiary the right, power and authority, during the continuance of this deed, to collect the rents, issues, profits, royalties and payments of said property, or arising or accruing from any or mineral lease thereof, and all moneys payable pursuant to any agreement for the sale of said property or any part thereof, reserving unto Trustor the right prior to the making of any such payment or installment of moneys, to the extent of the amount of such rents, issues, profits, royalties and payments, to collect and retain such rents, issues, profits, royalties and payments and to deposit the same in a bank or to invest the same in any other manner without notice to or liability upon the Beneficiary, and to apply the same to the satisfaction of any security for the indebtedness hereby secured.

25. If by reason of default be made in the prompt payment when due of any sum secured hereby, or in the performance of any promise contained herein, or in the performance of any obligation hereof, or in the performance of any promise contained herein, or in the performance of any obligation hereof, or in the performance of any promise contained herein, or in the performance of any obligation hereof...

26. This deed applies to transfers to the benefit of and final, all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

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