-BMC # 295181 BANK # 905 PEED OF TRUST

This form is used in connection with deeds of trust insured under the one-in lour-family provisions of the National Housing Act.

THIS DEED OF TRUST, made this ZTH by and between JERRY SAMSON AND CHARGO SAMSON, DISSOND AND WIFE day of . 19 28 , hercinafter called Grantor, and BANKERS LAND INVESTMENT COMPANY. A CORNORINATION FOR TRANSAMERICA MORTGAGE COMPANY, A CALIFORNIA CURPORATION , a Corporation organized and existing under the CALIFORNIA , hereinafter with its successors and assigns called Beneficiary; it being understood that the words used herein in any gender include all other genders the singular number included the plural the plural the singular. WITNESSETH: THOUSAND AND NO/100*** Dollars (\$ 29,000.00 legal tender of the United States of America, evidenced by a certain promissory note, bearing even date with these presents, in the words and figures following, to wit: LAS VEGAS 29,000.00 , Nevada, JULY FOR VALUE RECEIVED, the undersigned promise(s) to pay to TRANSAMERICA MURIGAGE COMPANY, A CALIFORNIA CORPORATION , 19 .78 or order, the principal sum of TMENTY-NINE THUUSAND

(S 29,000,00), with interest from date at the rate of NINE AND ONE HALF or order, the principal sum.

AND NO/1005ths (S 29,000.00), with interest from date at the rate of MINE FOR PRINCIPAL AND NO/1005ths (S 29,000.00), with interest from date at the rate of MINE FOR PRINCIPAL AND THE PRINCIPAL AN Nevada, or at such other place as the holder hereof may designate in writing in monthly installments of HUNDRED FORTY-THREE AND 89/100 Dollars (\$ 243.8 Dollars (\$ 243.69), And on the first day of each month thereafter uncommencing on the first day of SEPTEMBER , 19 til the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of AUGUST 3008 If default be made in the payment of any installment under this note, and if the default is not made good price It details be made in the payment of any installment under this note, and it the details is not made good prior to the due date of the next such installment, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of this exte. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of an subsequent default. Presentment, protest, and notice are hereby waited. The drawers and endorsers of this note also waite the benefit of any homestead, exemption, valuation or appearsement lows as to this debt, In the event of the transfer of said property and assumption of indebtedness secured hereby, a fee of \$35.00 will be charged.

NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH, that the Grantor in consideration of the fore-NOW, THEREFORE, THIS DEED OF TRUST WITNESSELH, that the Grantor in consideration of the loregoing, and for the purpose of better securing all the other covenants and conditions of the above note and of this
Deed of Trust, and in further consideration of the sum of One Dollar (\$1) legal tender to Grantor in hand paid by the
trustee, the receipt whereof is hereby unknowledged, has granted, bargained, sold, conveyed, and confirmed, and by
these presents does hereby grant, bargain, sell, convey and confirm, unto the said Trustee, its successors and ascounty of the Dollar Process of the State of Nevada, described as follows:

SEE ATTACHED

Including all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to, or used in nection with the real estate herein described.

TO HAVE AND TO HOLD the said premises, with all the tenements, hereditaments, and appurtenances thereto belonging, unto the Trustee, its successors and assigns forever.

IN AND UPON THE USES AND TRUSTS, HEREINAFTER DECLARED, that is to say:

First, - To permit said Grantor to possess and enjoy said described premises, and to receive the issues and profits thereof until default be made in the payment of any nameer of indebtedness hereby secured or in the performance of any of the covenants herein provided; and upon the full payment of said note and of any extensions

Previous edition is obsolete.

STATE OF NEVADA FACE 24U

or renewals thereof, and the interest thereon, and all moneys advanced or expended, as herein provided, and all other proper costs, charges, commissions, half-commissions, and expenses, to release and reconvey in fee unto and at the cost of the said Grantor the said described land and premises.

Second, - Upon any default being made in the payment of the said note or of any monthly installment of principal and interest as therein provided, or in the payment of any of the monthly sums for ground rents, taxes, special assessments, mortgage insurance, fire and other hazard insurance, all as hereinafter provided, or upon any default in payment on demand of any money advanced by the Beneficiary on account of any proper cost, charge, confault in payment on occasion or any money auxoneed by the benefit into consecount of any proper cost, charge, commission, or expense in and about the same or on account of any tax or assessment or insurance or expense of litigation, with interest thereon at the rate provided for in the principal indebtedness per annum from date of each advance (it being hereby acreed that on default in the payment of any tax or assessment or insurance premium or any payment on account thereof or in the payment of any of said cost, expense of litigation, as aforesaid, the Beneficiary may pay the same and all sums so advanced, with interest as aforesaid, shall immediately attach as a then hereunder, and be payable on demand), or upon failure or neglect faithfully and fully to keep and perform any of the other conditions or covenants herein provided, then upon any and every such default being so made as aforesaid, the said Trustee, or the trustee acting in the execution of this trust, shall have power, in struct account dance with the applicable laws of this State, and it shall be its duty thereafter to sell, and in case of any default of any purchaser to resell, at public auction, for cash, in one parcel at such time and place, and after such previous public advertisement as the Trustee, or the trustee acting in the execution of this trust, shall deem advantageous and proper, and to convey the same in fee simple, upon compliance with the terms of sale, to and at the cost of the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money, and shall apply the proceeds of said sale or sales. Firally, to pay all proper costs, charge, and expenses, including all attorneys' and other fees, and costs herein provided for, and all monets advanced for thereon as aforesaid, and all taxes, general and special, and assessments, or insurance with interest time of sale. Secondly, to retain as compensation a commission of one per centum (1%) on the gross amount of the said sale or sales. Thirdly, to pay whatever may then remain unpaid of the principal of the said note whether upon such sale being made before the maturity of said note, he and become immediately due and payable, at the election of the Beneficiary, and, Lastly, to pay the remainder of said proceeds, if any, to said Gantor, or assigns, upon the delivery of and surrender to the purchaser, his, her, or their heirs or assigns, of possession of the premises as aforesaid sold and conveyed, less the expense, if any, of obtaining possession. dance with the applicable laws of this State, and it shall be its duty thereafter to sell, and in case of any demises as aforesaid sold and conveyed, less the expense, if any, of obtaining possession.

And it is further agreed that if the said property shall be advertised for sale as herein provided, and not sold, the Trustee shall be entitled to a reas nable commission, not exceeding one-half (1) of the commission above provided, to be computed on the amount of principal then unpaid.

And the said Grantor, for himself, his heirs, executors, administrators, and assigns, in order more fully to pretect the security of this deed of trust, does hereby covenant and agree as follows:

- 1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; *Procided, however*. That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.
- 2. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, Grantor will pay to the Beneficiary, on the first day of each month until the said
 - (a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:
 - (I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one month prior to its due date the annual mortgage insurance premium, in order to provide such holder with finds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth of one-half per contum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments; sum equal to the ground rems. If any, and taxes and special assessments next due on the premises cov-
 - A sum equal to the ground rents, if any, and taxes and special assessments next due on the premises cov-A sum equal to the ground rents, if any, and taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to clapse before 1 month prior to the date when such ground rents, premiums, toxes, and assessments will become delinguent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes and special assessments before the same become delinguish, and
 - All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by Beneficiary to the following items in the
 - (I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be; (II) ground reass, taxes, special assessments, fire and other hazard insurance premiums;
 - (III) interest on the note secured hereby; and
 - (IV) amortization of the principal of said note.
 - Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiery may collect a "late charge" not to exceed tour cents (44) for each dollar of the charge of the ch (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.
- 3 If the total of the payments made by the Gramor under "" of paragraph 2 preceding shall exceed the anound of payments actually made by the Beneficiary for grand rents, taxes or assessments or insurance prestnans as the case may be, such excess, if the ban is current, at the option of the Grantor, shall be credited on subsequent pay ments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under (b) of istrayraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments and insurance premiums, when the same shall become due and payable, then the Grantur shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes,

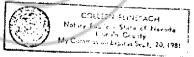
assessments, or insurance precents as shall be due. If at any time the Green's shall tender to the Beneficiary, in accordance with the provisions of the note secured bereby, full payment of the entire indebtedness represented all payments made under the provisions of (a) of paragraph 2 hereof which the Beneficiary has not become obligalated under the provisions of (b) of paragraph 2 hereof which the Beneficiary has not become obligalated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of property otherwise after default, it shall apply, at the time of the commencement of such proceedings, or at the grape of Trust resulting in a sublic sale of the premises covered hereby, or if the Beneficiary acquires the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpoid under said note, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

- 4. That the Crantor will pay all ground rents, taxes, assessments, water rates, and other governmental or municipal charges, fines or impositions, for which provision has not been made hereinbefore, and in default thereof Beneficiary may pay the same, and that the Grantor will promptly deliver the official receipts therefor to the
- 5. That the Grantor will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss he will give immediate notice by mail to the Beneficiary, who may make proof of to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foresecured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.
- 6. That the Grantor will keep the said premises in as good order and condition as they are now and will not commit or permit any waste of the said premises, reasonable wear and lear excepted.
- 7. That if the premises, or any past thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust and the note secured hereby remaining unpaid, are hereby assigned by next maturing installment of such indebtedness.
- 8. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within 90 days from the date hereof (written state-llousing and Urban Development of the Department of Housing and Urban Development or authorized agent of the Secretary of Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.
- 9. That the Crantor hereby assigns to the Trustee any and all rents of the above-described premises and hereby authorizes the Trustee, without waiving or affecting its right to foreclosure or any other right hereunder, to take possession of the premises at any time after there is a default in the payments of the debt or in the performance of any of the obligations herein contained, and to rent the premises for the account of the Crantor.
- 10. That notice of the exercise of any option granted herein, or in the note secured hereby, to the Beneficiary is not required to be given, the Granter hereby waiving any such notice.
- 11. Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trus. Upon such appointment, and without conveyance to the successor Trustee, the latter shall be vested with all title, powers, and duries conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, conditing reference to this Deed and its place of record, which, when recorded in the office of the County Recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor Trustee.
- 12. The benefits of the covenants herein contained shall accrue to, and the obligations thereof shall bind, the heirs, representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said Grantor has executed those presents the day and year first hereinbefore written.

	Address of Grantor: Jenny Campon 22 SPRING STREET
	CALIENTE, NUVADA 87068
) ss:
1	COUNTY OF LINCLEN)
	On this 17th day of JULY , 1978, personally appeared before me, the undersigned, a notary public in and for the county and State aforesaid, JERRY DAMSON AND CHARRON SAMSON, HUSBAND AND WIFE,
•	known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that they executed the same freely and volunturity and for the uses and purposes them.
١,	IN WITNESS WHERFOR I have become and and have

IN WITNESS WHEREOF, I have berounto set my hand and affixed my official seal at my office in said county of , the day and year in this Certificate first above written.



Colliens Alinapach)

County of LINEOLN

, State of Nevada

My Commission expires Sept 20, 1981

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That certain parcel of land, situate in the City of Caliente, Nevada, and being that portion of the E 1/2 E 1/2 NW 1/4 of Section 8, T4S R67E, MDB & M, mor particularly described as follows:

All that portion of the E 1/2 NE 1/4 NW 1/4 Section 8, T4S R67E, MDB & M, particularly described as commencing at the center of said Section 8, thence North along the East line of said NW 1/4 1,561.15 feet, thence West, at right angles to said Fast line of said NW 1/4 514.40 feet to the true point of beginning of this parcel; thence north parallel with said East line, 54.13 feet, thence West at right angles 121.00 feet, thence South 54.13 feet along a line parallel with the distant East 24.50 feet (Measured at right angles from the west line of said E 1/2 NE 1/4 NW 1/4, and thence Fast at right angles to said parallel line, 121.00 feet to the true point of beginning.

EXCEPTING THEREFROM all minerals and mineral rights as reserved by the Los Angeles and Salt Lake Railroad Company in that certain deed recorded September 15, 1959, in Book L-1, Real Estate Deeds, page 221, Lincoln County records.

FILED AND RECORDED AT REQUEST OF
MINNESOTA TITLE COMPANY.

JULY 25, 1978

AT 45 MINUTES PAST 19 OF CIFICIAL
RECORDS, FAGE 240 LINCOLN
COUNTY, NEVADA.