

Lincoln County

No. 62170

FILED AND RECORDED AT REQUEST OF

Chermac Builders

August 17, 1978

AT 1 MINUTES PAST 9 O'CLOCK

A M IN BOOK 26 OF OFFICIAL

RECORDED, PAGE 464 LINCOLN

COUNTY, NEVADA.

Lorraine Decker
COUNTY RECORDER

RECORDING REQUESTED BY

When Recorded Mail to
Nevada National BankP.O. Box 7498Las Vegas, NV 89101

Space Above this Line for Recorder's Use

DEED OF TRUST & ASSIGNMENT OF RENTS

THIS DEED OF TRUST, Made this 16th day of August, 1978 betweenCHERMAC BUILDERS, a sole proprietorshipwhose address is 2204 Geronimo Way

Las Vegas

Nevada

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:

Situate in the County of Lincoln, State of Nevada, described as follows:

Lot Eight (8) in The Alamo South Subdivision, Tract No. 1, Unit No. 1 to the town of Alamo, Nevada.

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 payments 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, refrigeration and plumbing appliances and equipment, which are now in or which may hereafter be attached to, or built-in in any building 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 \$26,400.00 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 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, when evidenced by promissory notes stating that said notes are secured hereby. 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 provision (1) to (17), inclusive, set forth on the reverse and understands 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

SIGNATURE OF TRUSTOR

COUNTY OF Clark LincolnOn this 17th day of August, 1978,

personally appeared before me, a Notary Public,

Everett A. McGhie, Jr. who acknowledged

that he executed the above instrument.

Susan C. Amos
NOTARY PUBLIC

 Notary Public - State of Nevada
 LINCOLN COUNTY
 Susan C. Amos
 My Commission Expires June 4, 1988
 BR-80-97112
CHERMAC BUILDERS, a sole proprietorship
BY: Everett A. McGhie, Jr.

Lincoln County

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

(2) To provide and maintain in force at all times, free and other types of insurance as may be required, each in an amount satisfactory to, and with Loss payable to and Beneficiaries. Said insurance policies shall be of no longer than one year and shall remain in such corporations as may be satisfactory to the Bene-
ficiaries, and shall be continued to and remain in possession of Beneficiaries as further security for the faithful performance of these trusts.

Inured in said Beneficiary, together with the amount showing payment of the premium therefor. By executing this Deed of Trust, the Trustee agrees also to request the beneficiary by the Trustee, that no release from any obligation thereto, and the obtaining of any such insurance and the payment of the premiums therefor by the Trustee, shall not release Beneficiary from any obligation thereto. Neither Trustee nor any insurance agent or company, shall be responsible for such insurance or for the collection of any insurance premiums, or for any deficiency of any amount so paid to any insurance underwriter. And all amounts so paid shall accrue to the benefit of, and pass to the purchaser of, the property conveyed hereby at the Trustee's sole risk and hazard.

The amount collected after any and/or other payments made shall be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, at or option of Beneficiary, the entire amount so paid first in any event thereof may be advanced to Trustee. Such application or release shall not cure or waive any default or partial default hereunder or terminate any and all due payment to Trustee.

not consent of Beneficiary being so entitled, then Beneficiary shall have the right to require payment of any amount due and payable to such Beneficiary, but not to be deemed to be a waiver of the right in respect of any amount due and payable to him or her by reason of any previous contention on his or her part to receive payment of such amount due and payable to him or her.

If any amount due and payable to any Beneficiary under this Agreement, or any part hereof, is not paid in full, the maximum amount of such penalty, fee or sum of money which Beneficiary would have been entitled to receive if such amount had been paid in full, plus interest thereon at the rate of twelve percent (12%) per annum, demand payment to such Beneficiary. If any amount due and payable to the Beneficiary named in this Article V shall have defaulted in payment thereof, or at performance of any agreement hereunder, such Beneficiary, as herein stated, shall have declared all sums due and payable immediately due and payable.

Beneficiary may charge Trustee a reasonable fee, but not exceeding such amount as may from time to time be authorized by law, for furnishing any statement or information relating to the Trust or of the indebtedness hereby incurred, including, but not limited to, notices showing the amount outstanding specified in Chapter 107, Nevada Revised Statutes, 107.030 and 107.040. Beneficiary also may charge Trustee a reasonable fee for any other service rendered Trustee or on his behalf connected with the Trust, or the loan secured thereby, including without limiting the generality of the foregoing, its rendering to an eventful holder of a required final or partial accounting of the said property, resulting in an existing holder's money secured thereby, changing its record pertaining to this Trust and the loan secured hereby to show a new owner of the said property, resulting in an existing party of insurance or other usually insurance held by Beneficiary, surrendered with another in said policy. Any such charge shall be demandable and Trustee agrees to pay the same together with interest from the date of such, except at the rate specified in said contract, namely and without limitation,

(d) 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, in a reasonable sum, in any such action or proceeding, and in any action or proceeding whatsoever affecting the security hereof, including, but not limited to any administrative proceeding or arbitration.

(5) To pay at least ten (10) days before delinquency all taxes and assessments affecting said property, including assessments on unclaimed water wells;

when due, all accumulation, charge and levy, with interest on and property or any part thereof, which appear to be paid or otherwise held in all cases, fees and expenses of this Trust.

(e) 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.

39. In the event of default in the payment of any sum of money due and payable 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 the Lender of Trust and any funds held in the possession of the Bonds, any of the provisions of paragraph 38 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 payments for which the fund established pursuant to paragraph 38 is held.

be paid to Beneficiary who may apply of reduce such amount recovered by him in the same manner and with the same effect as above provided for discharge of payment.

(11) by accepting payment of any sum secured hereby after its due date, Rem-Surety 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.

(12) At any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and Note for endorsement, and without loss of time, the amount of the principal sum and interest thereon, together with all costs and expenses, may be paid over

and Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may, at any time prior to the making of an, ~~map~~ or plan thereof, join in granting any encumbrance or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(12) Upon whom request of her Testator, stating that all sums and credits heretofore have been paid, and upon payment of the amount of this Deed and said Note to Trustee for cancellation and retirement and payment of his fees, Trustee shall, at his own expense, withdraw the property then held by him. The rentals in his possession of any number of facts shall not be his sole proof of the truthfulness thereof. The greater the sum of his non-allowance may be described as "the person or persons really entitled thereto." Five years after issue of such bill of reconveyance, Trustee may, at his, and Niles and the Third Persons directed in such request to retain the same. Such request and reconveyance shall operate as a reassumption of the rents, issues and profits hereinbefore assured to beneficiary.

(13) As additional security, the said beneficiary gives in and conveys unto the Beneficiaries, the title, interest and securities hereinabove mentioned.

any such transfer or conveyance hereby given, in no event shall the Trustee, his heirs, executors, administrators, successors, assigns, or trustees, be liable for the collection of the rents, issues, profits, royalties and payments of oil and gas, or interest or acreage by reason of any oil, gas, or mineral lease thereto, and all installments of money payable pursuant to my agreement for the sale of and property of any part thereof, reverting unto Trustee the right prior to default of Trustee to

and restorations of wages, as they may be due and unpaid. Up to and until such time, the beneficiary may stay at home without notice, either in person, by agent or by a proxy or in any part thereof, in his own name, sue for and recover all debts, wages, profits, dividends and instruments of money, including those

and in such cases as Hendy was disturbed by Hendy's conduct, he may be entitled to sue for damages. The setting aside and taking away of a power of attorney does not affect the right of a principal to sue for damages for the exercise of authority which he did not intend to give or which he did not intend to exercise. It is not, however, a cause of action of a beneficiary at all time from time to time to have to collect any such amounts as may be due him under the exercise of any power of attorney given to Hendy, or to sue for damages for the exercise of authority which he did not intend to give or which he did not intend to exercise.

(4) If held, or default made in the payment of any part thereof, when due, of any amount secured hereby, or in the performance of any promise contained herein, or contained in any covenants made under it, the lessor may, at any time after notice given to him and at any time thereafter, require, and the lessor may declare all sums secured hereby, immediately and pay over, with all interest accrued, and the Beneficiary or Trustee may, in the name of the County Receiver, if the title to any property or interest in any part thereto is retained, a notice of sale by public auction, and he will be entitled to the

On application of the beneficiary, and after at least three days notice to the trustee, the trustee shall, following the recitation of said notice or default or defect, the Trustee will give notice of the time and place of sale to the trustee, and to any other person that required by law, for the sale of real or personal property under execution, and without demand or notice, payable to the trustee, in an amount equal to any deficiency, or party entitled to the highest bidder for cash in lawful money of the United States payable at time of sale. Trustee may pay or allow his or her expenses of such purchase, or of his public announcement, or of his advertisement, and place of sale, from time to time thereafter may be postponed, by giving notice to the trustee.

(19) **Broadway Star.** From time to time, to assist in an urgent, substantive or emergency purpose of the corporation, to the payment of all sums

**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.**