

RECORDING REQUESTED BY
When Recorded Mail to
Nevada National Bank
P.O. Box 7498
Real Estate Dept.
Las Vegas, NV 89101

62792
FILED AND RECORDED AT REQUEST OF
Chermac Builders
Sept. 14, 1978
AT 15 MINUTES PAST 9 O'CLOCK
LINCOLN COUNTY, NEVADA, RECORDS
DOMINICK BELINGHERI
Deputy COUNTY RECORDER

DEED OF TRUST & ASSIGNMENT OF RENTS

THIS DEED OF TRUST, Made this 12th day of September, 1978 between
CHERMAC BUILDERS, a sole proprietorship
whose 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:

Lot Twenty-two (22) 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 therunto 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 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, when evidenced by promissory notes stating that said notes are secured hereby. 4. Performance of each agreement of Trustor herein contained.

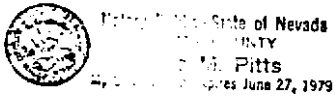
TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the note or notes secured hereby, that he will observe and perform all provisions; that the note and other obligations therein referred to shall be deemed to mean the obligations secured 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 herein before set forth.

STATE OF NEVADA
COUNTY OF Clark
On this 12th day of September, 1978,
personally appeared before me, a Notary Public,
Everett A. McGhie, Jr. who acknowledged

SIGNATURE OF TRUSTOR
CHERMAC BUILDERS, a sole proprietorship
BY: Everett A. McGhie, Jr.

that he executed the above instrument.
Anna M. Pitts
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 building thereon, or complete or restore property, and in good and furnished manner any building which may be constructed, damaged or destroyed thereon and to pay when due all taxes for taxes performed and shall...

(2) To provide and maintain in force at all times, free and other types of insurance as may be required, such as an amount satisfactory to, and with Loss Payable to said Beneficiary. Said insurance policies shall be in form and content, and for each term, and in such corporations as may be satisfactory to the Beneficiary...

(3) Should Trustor fail to make any payment as to do any act as herein provided, then Beneficiary or Trustee, but without obligation as to do and without notice to the Beneficiary, may file suit to enforce such payment, and in such event the Beneficiary or Trustee shall be entitled to the proceeds of any such suit...

(4) To appear in and defend any action or proceeding pertaining to affect the security hereof or the rights or powers of Beneficiary as Trustee, and to pay all costs and expenses, including cost of mileage of title and attorney's fees in a reasonable sum, in any such action or proceeding, and in any action or proceeding brought by Beneficiary to enforce the Trust...

(5) To pay, at least ten (10) days before delinquency of all taxes and assessments affecting said property, including assessments on appraised water, when due all circumstances, charges and fees, with interest on said property as may justly therefor, which appear to be just or proper levels all costs, fees and expenses of this Trust...

(6) 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) hereinafter, and to pay such premiums upon policies of insurance which may be required by the Beneficiary...

(7) To receive 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) hereinafter, and to pay such premiums upon policies of insurance which may be required by the Beneficiary...

(8) In the event of default in the payment of any of the taxes or assessments provided for in this paragraph, such failure shall constitute a default under this Trust, and in the event of default in the payment of any of the taxes or assessments provided for in this paragraph, such failure shall constitute a default under this Trust...

(9) Any amount of damages in connection with any condemnation for public use of or injury to and property or any part thereof is hereby assigned, and shall be paid to Beneficiary who may apply or collect such money recovered by them in the same manner and with the same effect as above provided for disposition of proceeds of sale of other property...

(10) By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require principal payment when due of all other sums so secured or to declare default for failure to pay...

(11) At any time from time to time, without liability herefor and without notice upon written request of Beneficiary and presentation of this Deed and said Note for endorsement, and without affecting the payment of any sum for payment of the indebtedness secured hereby, Trustor may voluntarily assign and properly consent to the making of any sum or part thereof, from its own assets, as a lien on any real estate owned by it...

(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 Trustee for cancellation and release, and upon payment of the fee therefor, Trustor shall execute a deed of reconveyance, and upon satisfaction of the conditions of such reconveyance, and upon surrender of the original of this Deed and said Note to Trustee for cancellation and release, and upon payment of the fee therefor, Trustor shall execute a deed of reconveyance...

(13) In addition to the taxes, assessments, profits, royalties and payments of said property, or arising or accruing by reason of any of them, or interest thereon, and all payments of money payable pursuant to any agreement for the sale of said property or any part thereof, Trustor hereby assigns and profits hereof assigned to Beneficiary, the proceeds of any and all other taxes, assessments, profits, royalties, payments and installments of money, or interest thereon, or any part thereof, arising or accruing by reason of any of them, or interest thereon, and all payments of money payable pursuant to any agreement for the sale of said property or any part thereof...

(14) If in case of default of the Trustor in the payment of any of the taxes or assessments provided for in this paragraph, such failure shall constitute a default under this Trust, and in the event of default in the payment of any of the taxes or assessments provided for in this paragraph, such failure shall constitute a default under this Trust...

(15) Beneficiary may, from time to time, by instrument in writing, substitute a receiver or assignee to any Trustee named herein or acting hereunder, and such receiver or assignee shall be clothed with all the powers and authority of the Trustee named herein or acting hereunder, and shall be entitled to the proceeds of any and all other taxes, assessments, profits, royalties, payments and installments of money, or interest thereon, or any part thereof, arising or accruing by reason of any of them, or interest thereon, and all payments of money payable pursuant to any agreement for the sale of said property or any part thereof...

(16) This deed applies to shares in the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns in this Deed, whenever the context so requires, the masculine gender includes the feminine and the neuter, whether or not named as Beneficiary hereof...

(17) Trustor agrees to pay any and all costs and expenses of this deed when this Deed, duly reviewed and acknowledged, is made a public record as provided by law. Trustor is not obligated to pay any costs or expenses of any other deed of trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party...

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