

**Lincoln County**

RECORDING REQUESTED BY  
 When Recorded Mail to  
**Nevada National Bank**  
 Pioche Office, P. O. Box 247  
 Pioche, Nevada 89043

**63323**

FILED AND RECORDED AT REQUEST OF  
**Nevada National Bank**  
 Nov. 3, 1978  
 AT 30 MINUTES PAST 2 O'CLOCK  
 IN THE COUNTY, NEVADA, RECORDS.  
**Dominick Belingheri**  
 COUNTY RECORDER *James Sato*  
 Deputy

Space Above this Line for Recorder's Use

**DEED OF TRUST & ASSIGNMENT OF RENTS**

THIS DEED OF TRUST, Made this 1st, day of November, 1978 between  
**CAROL M. STEELMAN**, An unmarried woman as her sole and separate property, - - - - -

whose address is P. O. Box 185 Alamo, Nevada 89001 CITY STATE

herein called TRUSTOR, NEBACO, Inc., a Nevada corporation, herein called TRUSTEE, and NEVADA NATIONAL BANK, Pioche, 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.)

WITNESS: That Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with power of sale, that property in County, Nevada, described as:

A portion of the North half of Section 5, T.7S., R.61 E., M.D.B. & M., Lincoln County Nevada, described as follows:

Commencing at the center quarter corner of said Section 5, being the true point of beginning,

Thence South  $89^{\circ} 05' 36''$  East a distance of 22.15 feet to a point,  
 Thence North  $1^{\circ} 54' 43''$  West a distance of 200.65 feet to a point,  
 Thence South  $86^{\circ} 22' 39''$  West a distance of 97.99 feet to a point,  
 Thence South  $77^{\circ} 57' 54''$  West a distance of 55.42 feet to a point,  
 Thence South  $58^{\circ} 40' 24''$  West a distance of 52.94 feet to a point,  
 Thence South  $22^{\circ} 12' 43''$  East a distance of 144.66 feet to a point,  
 Thence South  $80^{\circ} 37' 51''$  East a distance of 128.80 feet to the true point of beginning. - - - - -

TOGETHER WITH, all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the version 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 thereout, 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 \$ 7,000.00 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, 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.

**SIGNATURE OF TRUSTOR**

*Carol M. Steelman*  
 Carol M. Steelman

STATE OF NEVADA

COUNTY OF LINCOLN

On this 30<sup>th</sup> day of October, 1978.

personally appeared before me, a Notary Public,

Carol M. Steelman 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, 1979

BR-80 9/77

## **Lincoln County**

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

(2) To provide and maintain in full at all times, fire and other types of insurance as may be required, such as an amount satisfactory to, and with respect to the Beneficiary, and to said Beneficiary. Said Insurance Policies shall be in terms and content and be such terms and in such corporations as may be satisfactory to the Beneficiary, and shall be delivered to and remain in possession of Beneficiary, as further security for the faithful performance of these trusts.

At the time of my death paid to the recipient of any and all insurance policy, a policy or policies renewing or extending said existing insurance, shall be issued to said Beneficiary, together with a receipt showing payment of the premium thereto. By executing this Deed of Trust, I do hereby give and grant to my said Beneficiary, the right to receive and hold the same, and to collect the same, which may not be so delivered to said Beneficiary by the Trustee, but Beneficiary shall be under no obligation to do so, and the obtaining of such right, insurance and the payment of the premium therefor, Beneficiary shall not release Trustee from his/her duties as Trustee, and Beneficiary shall be responsible for such insurance for the collection of any insurance premiums, and any other amount of any expenses or costs incurred underwritten. Any and all unexpired insurance - shall state to the benefit of, and pass to the person or persons named, contained herein, at my Trustee's sole discretion.

The amount collected under any fee or other insurance policy may be applied by Beneficiaries upon any indebtedness secured hereby, and in such order as the Trustee may determine, at option of Beneficiary, the entire amount so collected or any part thereof may be retained by Trustee. Such application or retention shall not constitute a waiver of any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(4) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of beneficiaries 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

(iii) To pay, at least ten (10) days before the date upon which all taxes and assessments affecting said property, including assessments on appurtenant water stock tanks, shall become delinquent, on all amounts of any and all thereof, which appear to be prior or superior hereto; all costs, expenses, and attorney's fees.

when due, all commissions, charges and fees, with interest on and property or any part thereof, which appear to be prior or superior thereto, expenses of the Trust.

Should Trustee 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 Trustee and without releasing Trustee from any obligation hereof, may make or do the same in such manner and to such extent as they may deem necessary, to protect the security hereof. Beneficiary or Trustee being authorized to enter upon and property for such purposes; appear in an attorney, defend any action or proceeding purporting to affect the security hereof or the rights and powers of Beneficiary or Trustee, pay, purchase, collect or compromise any claim, institute or defend any suit or cause of action, or take any other action, in respect of any such power or power necessary or expedient, any insurance, charge or fee which in the judgment of either appears to be prior or superior hereto, and, in exercising any such power or power necessary or expedient, may incur 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  
said note.

(7) 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  
as required for in paragraph (2) hereinafter, the Trustor agrees to pay the Beneficiary, in addition to any other payments required hereunder, an installment  
of \$                   per month, during the term of this instrument, for the purpose of insuring the property described in this instrument that will fully  
protect the same against loss by fire, lightning, explosion, or any other cause.

as provided for in paragraph (2) hereinafter, the trustee shall pay to Beneficiary the amount of premiums, taxes and special assessments due and payable by the trustee on the premises covered hereby and required to be paid by the Beneficiary. Trustee agreeing to deliver promptly to Beneficiary all premiums, taxes and special assessments due and payable by the trustee on the premises covered hereby and required to be paid by the Beneficiary. Such installments shall be equal to the estimated premium or premiums for such insurance and taxes and assessments next due for payment and hereinafter referred to as "payments". Such installments made up thereafter, divided by the number of months that are to elapse before one month prior to the date such premium, tax or assessment is due and payable, shall determine the amount of each payment. If the amount paid to the Beneficiary under the provisions of this paragraph are insufficient to pay all premiums, taxes and assessments due and payable by the trustee on the premises covered hereby, the Beneficiary shall have the obligation of the Trustee to pay such premium, taxes and assessments as the same become due. Trustee shall have the right to demand such additional sums as it may require to discharge this paragraph's obligation to pay to Beneficiary the amount of premiums, taxes and assessments at the option of the trustee. All money paid to Beneficiary under the terms of this paragraph shall be held by Beneficiary in trust to pay all premiums, taxes and assessments due and payable by the trustee on the premises covered hereby and upon payment of all premiums, taxes and assessments due and payable by the trustee on the premises covered hereby, the amount so paid to Beneficiary shall be applied to the principal sum upon the note secured hereby. If the trustee fails to make any payment due under this paragraph, the Beneficiary may sue for full performance of this paragraph.

(x) In the event of default in the payment of any of the timely scheduled terms of the Note secured hereby or the Use of Trust in the amount of any of the covenants and agreements contained in the Note or Trust, and funds in the possession of the Beneficiary, the provisions of paragraph (v) shall apply, except that the amounts so recovered shall be applied to the payment of principal and interest upon the obligations secured hereby in lieu of being applied to any of the amounts which had been disbursed under paragraph (x), it is established.

purposes for which the fact established under paragraph 17 is to be used. Beneficiary may require payment of any sum advanced by him to Beneficiary which may appear otherwise than received by him in the same manner and with the same effect as above provided for deposit of funds of fire or other insurance.

(10) Beneficiary's acceptance of any sum received hereby, after its due date, Beneficiary does not waive its right either to require prompt payment when of the amount so received or to claim interest on the amount so received for failure so 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 Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness accrued hereby, Trustee may endorse any part of said property, consent to the making of any map or plan thereof, join in granting any easement in and to any other agreement in any agreement

(2) Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of the original of this Deed and no trustee to Trustee for cancellation and return upon payment of its fees, I trustee shall, otherwise, without warranty, the property then held hereunder. The resistance to such reconveyance of any matter or fact shall be conclusive proof of the truthfulness thereof. The grant in such reconveyance may be described as "the persons or persons legally entitled thereto." One year after issuance of such full reconveyance, Trustee may destroy and file this Deed unless directed in writing by the Beneficiary to do otherwise.

(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 contained in any conveyance under which said Trustee claims or derives title, then and at no time thereafter the Beneficiary, hereunder may declare all such debts held immediately due and payable, and the Beneficiary, if Trustee shall record in the office of the County Recorder all such debts so declared as aforesaid, and the same shall be a valid debt of the State of Nevada with reference to the foreclosure of deeds of trust.

On application of the beneficiary, and after at least three (3) months shall have elapsed following the revocation of said notice or breach in default of payment of principal or interest, or of any other sum due hereunder, and for a time not less than that required by law for the sale or sales of real property.

(15) Beneficiary may, from time to time, by instrument in writing, substitute a successor 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 where such power is exercised, shall be conclusive proof of proper substitution of such successor. Trustee or Trustees, if any, shall be relieved of all liability from the time of recording of such instrument to the extent of the original Trustee, Trustees and Beneficiaries, hereunder, the book and pages, number and date of recording, and of name and address of new Trustee. If notice of death shall have been recorded, this power of substitution cannot be exercised until after the costs, fees and expenses of the new acting Trustee shall have been paid to such Trustee, who shall endorse receipt thereof upon such instrument. The procedure herein provided for substitution of Trustees shall be exclusive of all other provisions for substitutions, statutory or otherwise.

(16) This Deed applies to, heirs in the broad or, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The word "Beneficiary" shall mean the owner and holder, including pledgee of the Note secured hereby, whether or not so named as Beneficiary in this Deed, whatever the context so requires, the masculine gender includes the feminine and is neuter and the singular number includes the plural.

(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 claim under any other deed of Trust or of any action or proceeding in which Trustee, Beneficiary or Trustee shall be

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.