

Lincoln County

RECORDING REQUESTED BY
When Recorded Mail to
Nevada National Bank
PIOCHE OFFICE
P. O. BOX 247, Pioche, Nv. 89043

No. 63419
FILED AND RECORDED AT REQUEST OF
John S. McGimsey
Dec. 13, 1978
AT 10:00 AM ON DEC 13 1978 AT 12 O'CLOCK
LIVELY COUNTY, NEVADA, RECORDS
DOMINICK BELINGHERI *John S. McGimsey*
COUNTY RECORDER deputy

Space Above this Line for Recorder's Use

DEED OF TRUST & ASSIGNMENT OF RENTS

THIS DEED OF TRUST Made this 8th day of December, 1978 between
JOHN S. MCGIMSEY, A single person.
whose address is Corner of Main and Lacquer Streets (P.O. Box 555), Pioche, Nevada 89043

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.)

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 NO.1 AND A PORTION OF LOT NO.33 IN BLOCK NO.1 IN THE TOWN OF PIOCHE, NEVADA AS PER PLAT THEREOF NOW ON RECORD IN THE LINCOLN COUNTY RECORDERS OFFICE, PIOCHE, NEVADA.

TOGETHER WITH, all and singular the tenements, hereditaments, and appurtenances thereto 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 \$ 6,300.00 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 hereinbefore set forth.

STATE OF NEVADA

COUNTY OF LINCOLN

On this 13 day of December, 1978.

personally appeared before me, a Notary Public,

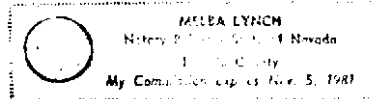
John S. McGimsey - - - who acknowledged

that he executed the above instrument

Milla Lynch
NOTARY PUBLIC

SIGNATURE OF TRUSTOR

John S. McGimsey
John S. McGimsey



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

1. To keep and preserve in good condition and repair, not to remove or demolish any buildings thereon and to guard and work in any manner any building which may be leased, damaged or destroyed thereon and to pay when due all claims for labor performed and material furnished thereon and to insure said property against fire and theft by a first-class fire and theft insurance policy...

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

3. At least sixty days prior to the expiration of any said insurance policy, a policy of policies terming or extending said expiring insurance shall be delivered to said Beneficiary together with a receipt showing payment of the premium therefor. By executing this Deed of Trust the Trustor specifically warrants that the amounts hereinafter provided shall be paid to the Beneficiary as aforesaid security for the faithful performance of these trusts...

4. The amount of said insurance shall not exceed the amount of the actual cash value of the property as insured hereunder. The Trustor shall be liable for the amount of any deficiency of insurance which may be paid to the Beneficiary as aforesaid...

5. Beneficiary may designate in writing the person or persons to whom the proceeds of any policy of insurance shall be paid in the event of the death of the insured person, and such designation shall not be subject to change by the insured person or by any other person, and the proceeds of such policy shall be payable to the Beneficiary as aforesaid...

6. Beneficiary may change Trustor a responsible fee, but not exceeding such amount as may from time to time be authorized by law, for furnishing any statements for the purpose of this deed or of the indebtedness hereby secured, including but not limited to, postage showing the mortgage register in Chapter 107, Nevada Revised Statutes 107.090 and 107.091. Beneficiary may also charge Trustor a reasonable fee for any other service rendered by Beneficiary hereunder...

7. In the event of default of any action or proceeding pertaining to the security of this deed or of the indebtedness hereby secured, Trustor shall be liable for the amount of any deficiency of insurance which may be paid to the Beneficiary as aforesaid...

8. Beneficiary may, at its option, cause any property of the Trustor to be sold, mortgaged or otherwise disposed of, and the proceeds of such sale, mortgage or other disposition shall be paid to the Beneficiary as aforesaid...

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