

Lincoln County

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 26th day of January 1979, between

Kevin Jack Phillips and Terryl H. Phillips, husband & wife, herein called TRUSTOR,  
 whose address is Box 307, Caliente, Nevada 89008  
 (number and street) (city) (zone) (state)

Frontier Title Company, a Nevada corporation or James R. Prince herein called TRUSTEE,  
 and Nevada Bank & Trust Company

, herein called BENEFICIARY.

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that  
 property in Caliente, Lincoln County, Nevada, described as:

Lot 2 in Block 47, in the North End Addition to the City of Caliente,  
 according to the official map thereof, filed in the Office of the  
 County Recorder, Lincoln County, Nevada on November 8, 1940.

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$ 33,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such additional sums as may hereafter be advanced for the account of Trustor or Assigns by Beneficiary with interest thereon.

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (16) inclusive of the Deed of Trust recorded in the Book and at the page, or document No. of Official Records in the Office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz:

COUNTY	DOCUMENT No.	BOOK	PAGE	COUNTY	DOCUMENT No.	BOOK	PAGE	COUNTY	DOCUMENT No.	BOOK	PAGE
Clerk	412987			Humboldt	116986	3	83	Mye	47137	67	163
Churchill	104132	34 mgs.	391	Lander	41172	3	758	Ormsby	72637	19	102
Douglas	24495	22	415	Lincoln	41292	0 mgs.	467	Perishing	57488	28	58
Elko	14821	42	343	Washoe	407205			Storey	28573	R mgs.	112
Emeralda	26291	3M deeds	138-141	Lyon	88486	31 mgs.	449	White Pine	128126	261	341-344
Eureka	39602	2	283	Mineral	76648	16 mgs.	534-537				

(Which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be \$ 33,000.00 and with respect to attorneys' fees provided for by covenant 7 the percentage shall be 20 %.

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 } ss.  
 On January 26, 1979 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Kevin Jack Phillips and Terryle H. Phillips

Signature of Trustor  
 Kevin J. Phillips  
 Terryl H. Phillips

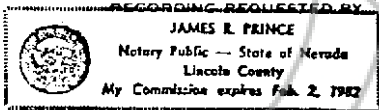
known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal:  
 (Seal) Signature: James R. Prince  
 Name (Typed or Printed)  
 Notary Public in and for said County and State

If executed by a Corporation the Corporation Form of Acknowledgment must be used.

Title Order No. \_\_\_\_\_  
 Escrow or Loan No. \_\_\_\_\_

SPACE BELOW THIS LINE FOR RECORDER'S USE



AND WHEN RECORDED MAIL TO

Name: Nevada Bank & Trust Co.  
 Street Address: Box 428  
 City & State: Caliente, Nevada 89008

63613

No. \_\_\_\_\_  
 FILED AND RECORDED AT REQUEST OF  
 Nevada Bank & Trust  
 January 30, 1979  
 AT 31 MINUTES PAST 2 O'CLOCK  
 P.M. IN BOOK 28 OF OFFICIAL  
 RECORDS, PAGE 594 LINCOLN  
 COUNTY, NEVADA

County Recorder

BOOK 28 PAGE 594  
 Sub.

The following is a copy of provisions (1) to (14) inclusive, of the c. of trust, recorded in each county in Nevada, as stated in the foregoing Deed of Trust and incorporated by reference to said Deed of Trust as being a part thereof as if set forth at length therein.

To Protect the Security of This Deed of Trust, Trustor Agrees:

- 1. To properly care for and keep said property in good condition and repair...
2. The Grantor agrees to pay and discharge all costs, fees and expenses of these Trusts...
3. The amount collected under any fire insurance policy shall be credited...
4. The Grantor promises and agrees that if, during the existence of the Trust...
5. Any award of damages in connection with any condemnation for public use...
6. Trustee shall be under no obligation to satisfy any party...
7. Acceptance by Beneficiary of any sum in payment of any indebtedness...
8. Trustee may, at any time, or from time to time, without liability...
9. Upon receipt of written request from Beneficiary...
10. After three months shall have elapsed following recordation...
11. Trustee shall apply the proceeds of any such sale to payment...
12. The Beneficiary or assignee may, at any time, by instrument in writing...
13. This Deed of Trust applies to, inures to the benefit of, and binds...
14. Trustee accepts these trusts when this Deed of Trust...
15. In this Deed of Trust, whenever the context so requires...
16. Where not inconsistent with the above the following covenants...

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE
To be used only when note has been paid.

To Frontier Title Company, Trustee

Dated

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

MAIL RECONVEYANCE TO:

By

By

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.