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DEED OF TRUST

THIS DEED OF TRUST made and entered into on this 2ND day of Mar., 1979, by and between TOM SMITH and PEGGY SMITH, husband and wife as Grantors, and NEBACO, a Nevada Corporation, as Trustee, and JOHN G. BAKER and BARBARA J. BAKER, husband and wife, as Beneficiaries.

WITNESSETH that the Grantors, for good and sufficient consideration, the receipt of which is hereby acknowledged, hereby convey and warrant unto the Trustee and to his successors in trust for the purpose of securing performance of the covenants and agreements herein contained, also as security for all other amounts due or to become due or not and whether otherwise secured or not, that certain real property more particularly described as:

All of lots Numbered Seven (7) and Eight (8) in Block Numbered Five (5) as said lots and block are delineated on the official plat of said town, now on file and of record in the office of the County Recorder of said Lincoln County, and to which said plat and the records thereof is hereby made for further particular description.

TO HAVE AND TO HOLD the same unto the Trustee as herein provided. IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein contained.

WHEREAS, Grantors are justly indebted to the Beneficiaries upon that certain principal promissory note executed on even date herewith.


The Grantors covenant and agree as follows:

1. To pay said indebtedness and the interest thereon as herein and in said note provided or according to any agreement extending time of payment, also any other indebtedness due from Grantors to Beneficiary as hereinabove provided.

2. The following covenants: No. 1, No. 2 (\$22,500.00) No. 3, No. 4 (8 $\frac{1}{2}$ % No. 5, No. 6, No. 7 (reasonable) No. 8 and No. 9 of NRS 107.030, are hereby adopted and made a part of this Deed of Trust.

IN WITNESS WHEREOF, we have hereunto set our hands the day and year first above written.


TOM SMITH


PEGGY SMITH

* * *

1 Subscribed and Sworn to before me
2 this 2 day of March, 1979.

3
4 
5 NOTARY PUBLIC



6 Notary Public, State of Nevada
7 LINCOLN COUNTY
8 John H. McKinney
9 My Commission Expires Sept. 19, 1980

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DEEDS OF TRUST

107.020

107.020 Transfers in trust of real property to secure obligations. Transfers in trust of any estate in real property may be made after March 29, 1927, to secure the performance of an obligation or the payment of any debt.
[Part 1:173:1927; A 1949, 70; 1945 NCL § 7710]

107.025 Estate for years: Encumbrance by trust deed; foreclosure by exercise of power of sale. A deed of trust may encumber an estate for years if the instrument creating the estate specifically authorizes the encumbrance, and foreclosure may be had by the exercise of a power of sale in accordance with the provisions of this chapter.
(Added to NRS by 1967, 954)

107.030 Adoption of covenants by reference. Every deed of trust made after March 29, 1927, may adopt by reference all or any of the following covenants, agreements, obligations, rights and remedies:

1. **COVENANT NO. 1.** That grantor agrees to pay and discharge at maturity all taxes and assessments and all other charges and encumbrances which now are or shall hereafter be, or appear to be, a lien upon the trust premises, or any part thereof; and that he will pay all interest or installments due on any prior encumbrance, and that in default thereof, beneficiary may, without demand or notice, pay the same, and beneficiary shall be sole judge of the legality or validity of such taxes, assessments, charges or encumbrances, and the amount necessary to be paid in satisfaction or discharge thereof.

2. **COVENANT NO. 2.** That the grantor will at all times keep the buildings and improvements which are now or shall hereafter be erected upon the premises insured against loss or damage by fire, to the amount of at least \$....., by some insurance company or companies approved by beneficiary, the policies for which insurance shall be made payable, in case of loss, to beneficiary, and shall be delivered to and held by the beneficiary as further security; and that in default thereof, beneficiary may procure such insurance, not exceeding the amount aforesaid, to be effected either upon the interest of trustee or upon the interest of grantor, or his assigns, and in their names, loss, if any, being made payable to beneficiary, and may pay and expend for premiums for such insurance such sums of money as the beneficiary may deem necessary.

3. **COVENANT NO. 3.** That if, during the existence of the trust, there be commenced or pending any suit or action affecting the conveyed premises, or any part thereof, or the title thereto, or if any adverse claim for or against the premises, or any part thereof, be made or asserted, the trustee or beneficiary may appear or intervene in the suit or action and retain counsel therein and defend same, or otherwise take such action therein as they may be advised, and may settle or compromise same or the adverse claim; and in that behalf and for any of the purposes may

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107.030

DEEDS OF TRUST

pay and expend such sums of money as the trustee or beneficiary may deem to be necessary.

4. COVENANT No. 4. That the grantor will pay to trustee and to beneficiary respectively, on demand, the amounts of all sums of money which they shall respectively pay or expend pursuant to the provisions of the implied covenants of this section, or any of them, together with interest upon each of the amounts, until paid, from the time of payment thereof, at the rate of percent per annum.

5. COVENANT No. 5. That in case grantor shall well and truly perform the obligation or pay or cause to be paid at maturity the debt or promissory note, and all moneys agreed to be paid by him, and interest thereon for the security of which the transfer is made, and also the reasonable expenses of the trust in this section specified, then the trustee, its successors or assigns, shall reconvey to the grantor all the estate in the premises conveyed to the trustee by the grantor. Any part of the trust property may be reconveyed at the request of the beneficiary.

6. COVENANT No. 6. That if default be made in the performance of the obligation, or in the payment of the debt, or interest thereon, or any part thereof, or in the payment of any of the other moneys agreed to be paid, or of any interest thereon, or if any of the conditions or covenants in this section adopted by reference be violated, and if the notice of breach and election to sell, required by this chapter, be first recorded, then trustee, its successors or assigns, on demand by beneficiary, or assigns, shall sell the above-granted premises, or such part thereof as in its discretion it shall find necessary to sell, in order to accomplish the objects of these trusts, in the manner following, namely:

The trustees shall first give notice of the time and place of such sale, in the manner provided by the laws of this state for the sale of real property under execution, and may from time to time postpone such sale by such advertisement as it may deem reasonable, or without further advertisement, by proclamation made to the persons assembled at the time and place previously appointed and advertised for such sale, and on the day of sale so advertised, or to which such sale may have been postponed, the trustee may sell the property so advertised, or any portion thereof, at public auction, at the time and place specified in the notice, either in the county in which the property, or any part thereof, to be sold, is situated, or at the principal office of the trustee, in its discretion, to the highest cash bidder. The beneficiary, obligee, creditor, or the holder or holders of the promissory note or notes secured thereby may bid and purchase at such sale. The beneficiary may, after recording the notice of breach and election, waive or withdraw the same or any proceedings thereunder, and shall thereupon be restored to his former position and have and enjoy the same rights as though such notice had not been recorded.

7. COVENANT No. 7. That the trustee, upon such sale, shall make

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107.030

(without warranty), execute and, after due payment made, deliver to purchaser or purchasers, his or their heirs or assigns, a deed or deeds of the premises so sold which shall convey to the purchaser all the title of the grantor in the trust premises, and shall apply the proceeds of the sale thereof in payment, firstly, of the expenses of such sale, together with the reasonable expenses of the trust, including counsel fees, in an amount equal to percent of the amount secured thereby and remaining unpaid, which shall become due upon any default made by grantor in any of the payments aforesaid; and also such sums, if any, as trustee or beneficiary shall have paid, for procuring a search of the title to the premises, or any part thereof, subsequent to the execution of the deed of trust; and in payment, secondly, of the obligation or debts secured, and interest thereon then remaining unpaid, and the amount of all other moneys with interest thereon herein agreed or provided to be paid by grantor; and the balance or surplus of such proceeds of sale it shall pay to grantor, his heirs, executors, administrators or assigns.

8. COVENANT NO. 8. That in the event of a sale of the premises conveyed or transferred in trust, or any part thereof, and the execution of a deed or deeds therefor under such trust, the recital therein of default, and of recording notice of breach and election of sale, and of the elapsing of the 3-month period, and of the giving of notice of sale, and of a demand by beneficiary, his heirs or assigns, that such sale should be made, shall be conclusive proof of such default, recording, election, elapsing of time, and of the due giving of such notice, and that the sale was regularly and validly made on due and proper demand by beneficiary, his heirs and assigns; and any such deed or deeds with such recitals therein shall be effectual and conclusive against grantor, his heirs and assigns, and all other persons; and the receipt for the purchase money recited or contained in any deed executed to the purchaser as aforesaid shall be sufficient discharge to such purchaser from all obligation to see to the proper application of the purchase money, according to the trusts aforesaid.

9. COVENANT NO. 9. That the beneficiary or his assigns may, from time to time, appoint another trustee, or trustees, to execute the trust created by the deed of trust or other conveyance in trust.

A copy of a resolution of the board of directors of beneficiary (if beneficiary be a corporation), certified by the secretary thereof, under its corporate seal, or an instrument executed and acknowledged by the beneficiary (if the beneficiary be a natural person), shall be conclusive proof of the proper appointment of such substituted trustee. Upon the recording of such certified copy or executed and acknowledged instrument, the new trustee or trustees shall be vested with all the title, interest, powers, duties and trusts in the premises vested in or conferred upon the original trustee. If there be more than one trustee, either may act alone and execute the trusts upon the request of the beneficiary, and all his acts thereunder shall be deemed to be the acts of all trustees, and the recital in any conveyance executed by such sole trustee of such request shall be conclusive evidence thereof, and of the authority of such sole trustee to act.

[2:173:1927; NCL § 7711]—(NRS A 1967, 143)

(1973)

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107.040

DEEDS OF TRUST

107.040 Adoption of covenants by reference in instrument.

1. In order to adopt by reference any of the covenants, agreements, obligations, rights and remedies in NRS 107.030, it shall only be necessary to state in the deed of trust the following: "The following covenants, Nos. and (inserting the respective numbers) of NRS 107.030 are hereby adopted and made a part of this deed of trust."

2. A deed of trust or other conveyance in trust, in order to fix the amount of insurance to be carried, need not reincorporate the provisions of Covenant No. 2 of NRS 107.030, but may merely state the following: "Covenant No. 2," and set out thereafter the amount of insurance to be carried.

3. In order to fix the rate of interest under Covenant No. 4 of NRS 107.030, it shall only be necessary to state in such trust deed or other conveyance in trust, "Covenant No. 4," and set out thereafter the rate of interest to be charged thereunder.

4. In order to fix the amount or percent of counsel fees under Covenant No. 7 of NRS 107.030, it shall only be necessary to state in such deed of trust, or other conveyance in trust, the following: "Covenant No. 7," and set out thereafter the percentage to be allowed.

[3:173:1927; NCL § 7712] + [4:173:1927; NCL § 7713]

107.050 Parties may enter into different, additional covenants. Nothing in NRS 107.030 and 107.040 shall prevent the parties to any transfer in trust from entering into other, different or additional covenants or agreements than those set out in NRS 107.030.

[5:173:1927; NCL § 7714]

107.055 Assumption fee; amount must be stated in instrument. If a party to a deed of trust, executed after July 1, 1971, desires to charge an assumption fee for a change in parties, the amount of such charge must be clearly set forth in the deed of trust at the time of execution.

(Added to NRS by 1971, 314)

107.070 Assignments of beneficial interests; instruments subordinating or waiving priority of trust deeds: Recording. The provisions of NRS 106.210 and 106.220 apply to deeds of trust as therein specified. [Part 1:120:1935; 1931 NCL § 2122.31]—(NRS A 1965, 926)

107.080 Trustee's power of sale: Notice of default and election to sell; deficiency in performance, payment made good; place of sale; no equity, right of redemption.

1. Where any transfer in trust of any estate in real property is made after March 29, 1927, to secure the performance of an obligation or the payment of any debt, a power of sale is hereby conferred upon the trustee to be exercised after a breach of the obligation, for which such transfer is security.

2. The power of sale shall not be exercised, however, until:

(a) In the case of any trust agreement coming into force on or after July 1, 1949, and before July 1, 1957, the grantor has for a period of 15

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No. FILED AND RECORDED AT REQUEST OF JOHN McGINSEY MAR 2, 1979 AT 20 MINUTES PAST 4 O'CLOCK P.M. IN BOOK 29 OF OFFICIAL RECORDS, PAGE 132 LINCOLN COUNTY, NEVADA. Guards Nelson COUNTY RECORDER

BOOK

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