

Lincoln County

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 17th day of April 1979, between

VIRGIL A. BREVIK AND JOYE K. BREVIK, husband & wife, herein called TRUSTOR,
 whose address is Box 445, 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:
 Beginning at a point approximately 10 feet, more or less north of the Southwest corner of Lot 47 in Block A of the Denton Heights subdivision in the City of Caliente; thence South along the easterly line of Denton Avenue a distance of 150 feet; thence turning 90 degrees across Denton Ave. to the westerly line of Denton Ave.; thence North along the said westerly line a distance of 150 feet to a point approximately 10 feet, more or less North of the Southeast corner of Lot 48 in Block B of the Denton Heights subdivision in the City of Caliente; thence easterly across Denton Ave. to the point of Beginning, being a portion of Denton Ave., as shown on the official plat of Denton Heights, Caliente, Nevada, filed in the Office of the County Recorder, Lincoln County, Nevada, on September 11, 1906.

T.C. 45548 2/79

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 \$ 14,000.00 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 |
|-----------|--------------|---------|---------|----------|--------------|---------|---------|------------|--------------|--------|---------|
| Clark | 413957 | | | Humboldt | 115986 | 3 | 83 | Nye | 47187 | 67 | 163 |
| Churchill | 106132 | 34 mgs. | 591 | Lander | 41172 | 3 | 758 | Ormsby | 72637 | 19 | 102 |
| Douglas | 24495 | 22 | 415 | Lincoln | 41292 | 0 mgs. | 467 | Perkins | 57488 | 28 | 58 |
| Elko | 14831 | 42 | 343 | Washoe | 507285 | | | Storey | 28373 | 8 mgs. | 112 |
| Esmeraldo | 26291 | 34 mgs. | 138-141 | Lyon | 86486 | 31 mgs. | 449 | White Pine | 128126 | 261 | 241-244 |
| Eureka | 29602 | 3 | 283 | Mineral | 76408 | 16 mgs. | 334-537 | | | | |

(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 \$ 14,000.00 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 April 17, 1979 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Virgil A. Brevik & Joye K. Brevik

Signature of Trustor
 Virgil A. Brevik
 Joye K. Brevik

known to me to be the person 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) James R. Prince, Notary Public
 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

RECORDING REQUESTED BY
 JAMES R. PRINCE
 Notary Public - State of Nevada
 Lincoln County
 My Commission expires Feb. 2, 1982
 AND WHEN RECORDED MAIL TO

No. 64177
 FILED AND RECORDED AT REQUEST OF
 FRONTIER TITLE Co.
 APRIL 23, 1979
 AT 20 MINUTES PAST 2 O'CLOCK
 P M IN BOOK 29 OF OFFICIAL
 RECORDS, PAGE 637 LINCOLN
 COUNTY, NEVADA.
 Joye K. Prince
 COUNTY RECORDER

Name _____
 Street Address _____
 City & State _____

Lincoln County

The following is a copy of provisions (1) to (16) inclusive, of the deed of trust, recorded in each county in Nevada, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof or as set forth or taught 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; not to remove or demolish any building thereon, to complete in a good and workmanlike manner any building which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws, ordinances and regulations requiring any alterations or improvements to be made thereon, not to commit or permit any waste thereon, not to commit or permit any act to be done in or upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, mow and/or do any other act or acts, all in a timely and proper manner, which, from the character or use of said property, may be reasonably necessary, the specific enumerations herein not excluding the general.
2. The Grantor agrees to pay and discharge all costs, fees and expenses of these Trusts, including cost of evidence of title and Trustee's fee in connection with sale, whether completed or not, which amounts shall become due upon delivery to Trustee of Declaration of Default and Demand for sale, as hereinafter provided.
3. The amount collected under any fire insurance policy shall be credited, first, to accrued interest, next to expenditures hereunder, and any remainder upon the principal, and interest shall thereupon remain upon the amount so credited upon principal; provided, however, that at the option of the Beneficiary, the entire amount collected under the policies or any part thereof may be released to the Grantor, without liability upon the Trustee for such release.
4. The Grantor promises and agrees that if, during the existence of the Trust there be commenced or pending any suit or action affecting said conveyed premises, or any part thereof, or the title thereto, or if any adverse claim for or against said premises, or any part thereof, be made or asserted, he will appear in and defend any such matter pertaining to affect the security and will pay all costs and damages arising because of such suit.
5. Any award of damages in connection with any condemnation for public use or injury to any property or any part thereof is hereby assigned and shall be paid to Beneficiary, who may apply or receive such moneys received by him in the same manner and with the same effect as herein provided for disposition of proceeds of insurance.
6. Trustee shall be under no obligation to notify any party hereto of any pending sale hereunder or of notice or proceeding of any kind in which Grantor, Beneficiary and/or Trustee shall be named as defendant, unless brought by Trustee.
7. Acceptance by Beneficiary of any sum in payment of any indebtedness secured hereby, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default or begin provided for failure so to pay.
8. Trustee may, at any time, or from time to time, without liability hereunder and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the notes secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said property, recover any part of said property, consent in writing to the making of any map or plat thereon, join in granting any easement thereon, or join in any extension agreement or subordination agreement in connection herewith.
9. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fee, the Trustee shall reconvey without warranty the property then held hereunder. The recital in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantor in such reconveyance may be described in general terms as "the person or persons hereby entitled thereto," and Trustee is authorized to retain this Deed of Trust and note.
(a) Should default be made by Grantor in payment of any indebtedness secured hereby and/or in performance of any agreement herein, then Beneficiary may declare all sums secured hereby immediately due by delivery to Trustee of a written declaration of default and demand for sale, and of written notice of default and election to cause said property to be sold [which notice Trustee shall cause to be filed for record] and shall surrender to Trustee this Deed, the notes and all documents outstanding and any appurtenances secured hereby.
10. After three months shall have elapsed following recording of any such notice of default, Trustee shall sell said property at such time and at such place in the State of Nevada as the Trustee, in its sole discretion, shall deem best to accomplish the objects of these Trusts, having first given notice of such sale as then required by law. Place of sale may be either in the county in which the property to be sold, in any part thereof, is situated, or at an office of the Trustee located in the State of Nevada.
(a) The Grantor, Pledgee and Mortgagee of the personal property herein pledged and/or mortgaged waives any and all other demands or notices as conditions precedent to sale of such personally.
(b) Trustee may postpone sale of all, or any portion, of said property by public announcement of the time fixed by said notice of sale, and may thereafter postpone said sale from time to time by public announcement at the time previously appointed.
(c) At the time of sale or fixed, Trustee may sell the property so advertised or any part thereof, either as a whole or in separate parcels at its sole discretion, at public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale, and shall deliver to such purchaser a deed conveying the property so sold, but without covenant or warranty, express or implied, Grantor hereby agrees to surrender, immediately and without demand, possession of said property to such purchaser.
11. Trustee shall apply the proceeds of any such sale to payment of, expenses of sale and all charges and expenses of Trustee and of these Trusts, including and of expense of title and Trustee's fee in connection with sale, all sums expended under the terms hereof, not then repaid, with accrued interest at the rate of ten per cent (10%) per annum, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.
12. The Beneficiary or assignee may, at any time, by instrument in writing, appoint a successor or successors to the Trustee named herein or acting hereunder, which instrument, executed and acknowledged by beneficiary, and recorded in the Office of the County Recorder of the County or Counties wherein said property is situated, shall be conclusive proof of the proper substitution of such successor or trustees, who shall have all the estate, powers, duties and trusts in the premises vested in or conferred on 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 his acts shall be deemed to be the acts of all Trustees, and the record in any conveyance executed by such sole trustee of such requests shall be conclusive evidence thereof, and of the authority of such sole trustee to act.
13. This Deed of Trust operates to, binds to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.
14. Trustee accepts these trusts when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.
15. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural, and the term Beneficiary shall include any future holder, including pledgees, of the sums secured hereby.
16. Where not inconsistent with the above the following covenants, No. 1; 2 (\$14,000); 3; 4 (10%); 5; 6; 7 (20%); 8; of NRS 167.030 are hereby adopted and made a part of this Deed of Trust.

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:

Form with lines for address and name of the party to whom reconveyance is to be made.

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.