

Lincoln County

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 22nd day of January, 1980, between Kaye Foremaster, a single woman

whose address is Box 282, Caliente, Nevada 89008, herein called TRUSTOR, (number and street) (city) (zone) (state)  
 Frontier Title Company, a Nevada corporation, herein called TRUSTEE,  
 and NEVADA BANK & TRUST COMPANY, Caliente, Nevada 89008

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 6, in Lincoln Park Addition to the City of Caliente, according to the official map thereof, filed in the Office of the County Recorder, Lincoln County, Nevada, on April 28, 1945.

EXCEPTING THEREFROM all coal, oil, gas and other minerals within or underlying said land reserved in Deed from Los Angeles and Salt Lake Railroad Co., recorded April 18, 1938, in Book E-1, Page 338, Real Estate Deed Records, Lincoln County, Nevada.

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 \$ 17,000.00 exerted 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 hereon opposite the name of such county, viz:

COUNTY	DOCUMENT No.	BOOK	PAGE	COUNTY	DOCUMENT No.	BOOK	PAGE	COUNTY	DOCUMENT No.	BOOK	PAGE
Clark	413987			Humboldt	116986	3	83	Nye	47157	47	163
Churchill	104152	34 mtgs.	591	Lander	41172	3	758	Ormsby	72637	19	102
Douglas	24495	22	415	Lincoln	41292	0 mtgs.	467	Pershing	57488	28	58
Elko	14831	47	343	Washoe	407205			Storey	28577	R mtgs.	112
Esmeralda	26291	3H deeds	138-141	Lyon	88486	31 mtgs.	449	White Pine	128126	261	341-344
Eureka	39602	3	283	Mineral	76648	16 mtgs.	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 \$ 25,000.00 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 22, 1980 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Kaye Foremaster

Signature of Trustor  
 Kaye Foremaster

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  
 James R. Prince, Notary Public  
 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

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

Name \_\_\_\_\_  
 Street Address \_\_\_\_\_  
 City & State \_\_\_\_\_

67356  
 FILED AND RECORDED AT REQUEST OF  
 Frontier Title  
 JAN 28 1980  
 AT 20 MINUTES PAST 11 O'CLOCK  
 35 OF OFFICIAL  
 COUNTY, NEVADA

Yours truly,  
 Kaye Foremaster  
 Kaye Foremaster

Lincoln County

The following is a copy of provisions (1) to (14) 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 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 Greater 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 Greater premises 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 notify any party hereto...
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 reciting that all sums...
(a) Should default be made by Grantor in payment of any indebtedness...
10. After three months shall have elapsed following recordation of any such notice...
(a) The Grantor, Pledgor and Mortgagor of the personal property...
(b) Trustee may postpone sale of all, or any portion, of said property...
(c) At the time of sale as fixed, Trustee may sell the property...
11. Trustee shall apply the proceeds of any such sale to payment of...
12. The beneficiary or assign may, at any time, by instrument in writing...
13. This Deed of Trust applies to, inures to the benefit of, and binds all parties...
14. Trustee executes these trusts when this Deed of Trust, duly executed...
15. In this Deed of Trust, whenever the context so requires, the masculine gender...
16. Where not inconsistent with the above the following covenants, No. 1; 2 (125,000.00); 3; 4 (10%); 5; 6; 7 ( 20 %); 8; of NRS 107.030 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 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.