

Lincoln County

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 10th day of March 1980, between Leo K. Stewart and Dolores E. Stewart, husband & wife

whose address is Box 335, Alamo, Nevada 89001, herein called TRUSTOR.  
 (number and street) (city) (state) (name)  
 Frontier Title Company, a Nevada corporation, herein called TRUSTEE,  
 and Nevada Bank & Trust Company

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

That portion of Section 16, Township 7 South, Range 61 East, M.D.B. & M., Lincoln County, Nevada, situate on the Easterly side of U. S. Highway 93.

70.5435-LN

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 \$ 20,000.00 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	412987			Humboldt	116986	3	83	Nye	47187	67	168
Churchill	104122	34 mgs.	591	Lander	41172	3	738	Ormsby	72637	19	182
Douglas	34475	22	415	Lincoln	41292	6 mgs.	487	Perkins	37408	38	86
Elko	14831	43	343	Washoe	407305			Storey	28873	8 mgs.	118
Esmeralda	24391	3H deeds	128-141	Lyon	88486	21 mgs.	449	White Pine	128126	241	241-344
Eureka	37480	3	283	Mineral	76648	16 mgs.	534-837				

(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 \$ 20,000.00 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 March 10, 1980 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Leo K. Stewart & Dolores E. Stewart.

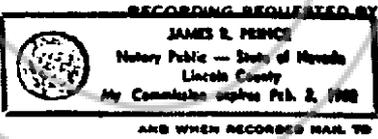
Signature of Trustor  
 Leo K. Stewart  
 Dolores E. Stewart

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)  
 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. \_\_\_\_\_  
 Encrow or Loan No. \_\_\_\_\_  
 SPACE BELOW THIS LINE FOR RECORDER'S USE



67918  
 FILED AND RECORDED AT REQUEST OF  
 FRONTIER TITLE CO.  
 MAR 19 1980  
 AT 15 MINUTES PAST 9 O'CLOCK  
 A.M. IN BOOK 36 OF OFFICIAL  
 RECORDS PAGE 212 LINCOLN  
 COUNTY, NEVADA  
 James R. Prince  
 COUNTY RECORDER

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 intended by reference to said Deed of Trust or 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 notify any party hereof...
7. Acceptance by Beneficiary of any sum in payment of any indebtedness...
8. Trustee may, at any time, at from time to time, without liability...
9. Upon receipt of written request from Beneficiary reciting that all sums...
10. After three months shall have elapsed following expiration of any such notice...
11. Trustee shall apply the proceeds of any such sale to payment of, expenses of sale...
12. The Beneficiary or assigns may, at any time, by instrument in writing...
13. This Deed of Trust creates, in favor of the beneficiary of, and binds all parties...
14. Trustee accepts 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 amounts, No. 1, 2 (\$ 20,000 ; 3, 4 (10%); 5, 6, 7 ( 20 %); 8 of \$100,000 are hereby elected 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

The not have 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.