

Lincoln County

68456

RECORDING REQUESTED BY

When Recorded Mail to
Nevada National Bank**Pioche Office**

P. O. Box 247

Pioche, Nevada 89043

No. _____
FILED AND RECORDED AT REQUEST OF
NEVADA NATIONAL BANK
MAY 6, 1980
AT 40 MINUTES PAST 11 O'CLOCK
A.M. IN BOOK 37 OF OFFICIAL
RECORDS, PAGE 180 LINCOLN
COUNTY, NEVADA.

Lynne Detter

COUNTY RECORDER

Space Above this Line for Recorder's Use

DEED OF TRUST & ASSIGNMENT OF RENTS

THIS DEED OF TRUST, Made this 21st day of April 1980 between

Charles M. Coyle and Wilma L. Coyle, Husband and Wife,-

whose address is P. O. Box 691

Name

Alaska 99762

herein called TRUSTOR, NEBACO, Inc., a Nevada corporation, herein called TRUSTEE, and NEVADA NATIONAL BANK Pioche, a National banking association, organized and existing under and by virtue of the laws of the State of Nevada, herein called BENEFICIARY. (It is distinctly understood that the word "Trustor" and the words "he", "his" or "him" referring to the Trustor, as herein used, are intended to and do include the masculine, feminine and neuter genders and the singular and plural numbers as indicated by the context.)

WITNESSETH That Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with power of sale, that property in Lincoln County, Nevada, described as:

Single Family residence located at Lot Eleven (11), Block One (1) of Official Plat of the City of Caliente, now on file in the Office of the County Clerk at Lincoln County at Pioche, Nevada together with any and all improvements thereon. -

TOGETHER WITH, all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, royalties and payments arising or accruing by reason of any oil, gas or mineral lease thereon, and installments of money payable pursuant to any agreement for sale of said property or any part thereof, SUBJECT, HOWEVER, to the right, power, and authority given to and conferred upon Beneficiary by paragraph (13) of the provisions incorporated herein by reference to collect and apply such rents, issues, profits, royalties, payments and installments of money as they become due and payable. It is specifically understood and agreed, without affecting the generality of the foregoing, that all gas, electric, heating, cooling, cooking, air-conditioning, refrigeration and plumbing appliances and equipment, which are now in or which may hereafter be attached to, or built-in in any building or improvement now or hereafter on said real property, shall be deemed fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned.

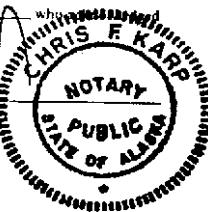
FOR THE PURPOSE OF SECURING, 1. Payment of the sum of \$ 6,583.20 with interest thereon, according to the terms of a promissory note or notes of even date herewith, made by Trustor, payable to the order of the Beneficiary, and extensions or renewals thereof. 2. Payment of such additional sums with interest thereon as may hereafter be borrowed from the Beneficiary by the then record owner or owners of said property when evidenced by another Promissory note or notes. 3. Payment, with interest thereon, of any other present or future indebtedness or obligation of the Trustor (or of any successor in interest of the Trustor to said property) to the Beneficiary, whether created directly or acquired by assignment, whether absolute or contingent, whether due or not, whether otherwise secured or not or whether existing at the time of execution of this Deed of Trust, or arising thereafter, when evidenced by promissory notes stating that said notes are secured hereby. 4. Performance of each agreement of Trustor herein contained.

TO PROJECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the note or notes secured hereby, that he will observe and perform all provisions; that the note and other obligations therein referred to shall be deemed to mean the obligations secured by this Deed of Trust; that the property herein referred to shall be deemed to mean the property affected by this Deed of Trust; that the terms "Trustor", "Beneficiary", and "Trustee", as used herein shall be deemed to mean the Trustor, Beneficiary, and Trustee, respectively, under this Deed of Trust; and Trustor acknowledges that he has read the copy of said provision (1) to (17), inclusive, set forth on the reverse and understands the same.

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 AlaskaCOUNTY OF LincolnOn this 24th day of April 1980.personally appeared before me, a Notary Public, C. M. Coyle and Wilma L. Coyle

that he executed the above instrument

NOTARY PUBLIC
MY COMMISSION EXPIRES
NOVEMBER 9, 1980

SIGNATURE OF TRUSTOR

A handwritten signature of C. M. Coyle, appearing twice in cursive script.

BOOK 37 PAGE 180

Lincoln County

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

(1) To keep and protect in good condition and repair, not to remove or demolish any buildings thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished thereto, and if the loan secured hereby or any part thereof is being obtained for the purpose of construction of improvements on said property, Trustor also agrees, anything in the Deed to the contrary notwithstanding, to complete same in accordance with the terms and conditions of such loan, or to allow Beneficiary to make such plans, specifications and drawings for the construction of such improvements as Beneficiary, within fifteen (15) calendar days after written notice from Beneficiary of such fact, which notice may be given to the Trustor by certified mail, sent to his last known address, or by personal service of the same, (d) that shall not cause the cancellation of such improvements for any reason whatsoever for a period of fifteen calendar days, to comply with all laws affecting land and property or requiring any alterations of improvements to be made thereon, not to commit or permit waste thereof, not to commit, suffer or permit any act upon said property in violation of law, to cultivate, irrigate, fertilize, improve, plant and do all other acts which, from the character or use of said property may be reasonably necessary, the specific enumeration herein not excluding the general. The Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this paragraph, is authorized to accept as true and conclusive all facts and statements therein and to act thereon hereunder.

(2) To pay to Beneficiary, for insurance policies of insurance to be required, such as amount satisfactory to and with Loss Payee to the Beneficiary, a sum in excess of the value of the property, and such term, and in such companies as may be selected by the Trustor, to the Beneficiary, and shall be delivered to and retain possession of Beneficiary for such security for the faithful performance of these trusts.

At least sixty (60) days prior to the expiration of the any said insurance policy, a policy or policies covering or extending such coverage, shall be delivered to said Beneficiary together with a receipt showing payment of the premium therefor. By executing this Deed of Trust the Trustor specifically requests the Beneficiary to renew and increase in the event any said insurance policy, a receipt for payment of the premium therefor be not so delivered to said Beneficiary by the trustee, but Beneficiary, shall be under no obligation to do so, and the obtaining of any such insurance and the payment of the premiums therefor by Beneficiary shall not release Trustor from any obligation hereof. Neither Trustee nor Beneficiary shall be responsible for such insurance or for the collection of any insurance money, or for any loss or expense of any insurer or insurance underwriter. Any and all unexpired insurance shall inure to the benefit of, and pass to the purchasee of the property.

The amount, called under any fee or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary, the entire amount so called or any part thereof may be advanced to Trustor. Such application or release shall not cure or waive any default or notice of default herein or in any note, or in any instrument or agreement to which such note or instrument or agreement relates.

(3) Should Trustor sell, convey, transfer, dispose of, or further encumber and property, or any part thereof, or any interest therein, or agree so to do without the consent of Beneficiary, being first advised, then Beneficiary shall have the right at its option to declare all sums secured hereby forthwith, due and payable. Consent to any such transaction shall not be deemed to be a waiver of the right to require such consent to future like successive transactions. If this Deed of Trust or any secured hereby contains any provision conferring on Beneficiary the right to demand any penalties, fees or sum of money for prepayment of any indebtedness secured hereby, Trustor agrees to pay the maximum amount of such penalty, fee or sum of money which Beneficiary would have been entitled to demand if he or she had not consented to the sale or transfer of the property. The amount of such sum or note of indebtedness shall be paid prior to the due date thereof stated in said Note or this Deed of Trust, even if more than one note or instrument of indebtedness shall have obtained in payment thereof, or in performance of any agreement hereunder, and Beneficiary, by reason thereof, shall have declared all sums due and payable.

Beneficiary may charge, Trustor a reasonable fee, but not exceeding such amount as may from time to time be authorized by law for liquidating any statement or notice relating to the Deed of Trust in the indebtedness thereby secured, including, but not limited to, notice serving the information specified in Chapter 107, Nevada Revised Statutes, 107.000 and 107.001. Beneficiary may also charge, Trustor a reasonable fee for any other service rendered Trustor on his behalf, connected with this Deed of Trust or the loan secured hereby, including without limiting the generality of the foregoing, the client's reasonable holder in a request for full or partial discharge of the Deed of Trust, transferring to an escrow holder mainly secured hereby, changing trustee, applying funds to Trust or the loan secured hereby, or for a reasonable fee for the preparation and recording of any documents or instruments, or for any other services rendered to Trustor, which such fee shall be charged in addition to the fee or charges otherwise set forth above.

(4) Beneficiary may charge, Trustor a reasonable fee, but not exceeding such amount as may from time to time be authorized by law for liquidating any statement or notice relating to the Deed of Trust in the indebtedness thereby secured, including, but not limited to, notice serving the information specified in Chapter 107, Nevada Revised Statutes, 107.000 and 107.001. Beneficiary may also charge, Trustor a reasonable fee for any other service rendered Trustor on his behalf, connected with this Deed of Trust or the loan secured hereby, including without limiting the generality of the foregoing, the client's reasonable holder in a request for full or partial discharge of the Deed of Trust, transferring to an escrow holder mainly secured hereby, changing trustee, applying funds to Trust or the loan secured hereby, or for a reasonable fee for the preparation and recording of any documents or instruments, or for any other services rendered to Trustor, which such fee shall be charged in addition to the fee or charges otherwise set forth above.

(5) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary as Trustee, and to pay all costs and expenses, including, cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding, and in any action or proceeding whatsoever affecting the security hereof, including, but not limited to any continuation proceeding in which Beneficiary or Trustee may appear or be named and any suit brought by Beneficiary to foreclose this Deed of Trust.

(6) To pay all taxes and assessments for 10 (10) days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock, when due, all assessments, charges and items, with interest on said property or any part thereof, which appear to be prior or superior hereto, and, in exercising any such powers pay necessary expenses, employ counsel, and pay his reasonable fees.

(7) To pay immediately and without demand all sums so expended by Beneficiary or Trustee with interest from date of expenditure at the rate specified in said trust.

(8) To make the payment of taxes and assessments, which are now or hereafter may be a lien upon the property described at least ten (10) days before the delinquency date as provided for in paragraph (5) hereinafter, and to pay such premiums upon policies of insurance which may be required by the Beneficiary as provided for in paragraph (2) hereinafter, the Trustor agrees to pay the Beneficiary, in addition to any other payments required hereunder, an installment of the taxes and special assessments levied or to be levied against the hereinabove described premises, and an installment of the premium or premiums that will become due and payable to renew the insurance on the premises covered herby and required by the Beneficiary, Trustor agreeing to deliver promptly to Beneficiary all bills and notices therefor. Such installments shall be equal to the estimated premium or premiums for such insurance and taxes for the next twelve months as estimated by Beneficiary for all taxes and assessments already assessed against the hereinabove described premises, which is the date of the commencement of the payment of taxes and assessments, and to be delivered, 10 (ten) days past to the Beneficiary under the provisions of this paragraph, sufficient to discharge the obligation of the Trustor to pay such premium or premiums, taxes and assessments as the same become due. Trustor shall pay to Beneficiary upon its demand such additional sums as it may require, Trustor's obligation to pay premiums, taxes and assessments. At the option of the Beneficiary, all monies paid by Beneficiary under the terms of this paragraph shall be held by Beneficiary in trust to pay such premiums or premiums, taxes and assessments before the same become delinquent, and may be credited directly to interest and principal due under the terms of the note secured hereby and upon payment by Beneficiary of all taxes, assessments and insurance premiums the amount so paid shall be charged to the principal amount of the note secured hereby. If the Trustor shall fail to pay such premiums, taxes and assessments within ten (10) days of the date of the Note, then the Note shall be held by the Trustor or the performance of any of the covenants and obligations of this Deed of Trust in the possession of the Beneficiary under the provisions of paragraph (2) may at the option of the Beneficiary be applied to the payment of principal and/or interest upon the obligation secured hereby in lieu of being applied to any of the purposes for which the fund established under paragraph (2) is established.

(9) Any award of damages in connection with any indemnification for public use or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire and other insurance.

(10) By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due or all other rights to require payment to declare default for failure to pay.

(11) At any time or from time to time, without liability thereto and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and Note for redemption, and without affecting the personal liability of any person for payment of the debt, Note stated herein, Trustee may, re-invest any part of said property, consent to the making of any map or plat thereof, and in granting any easement or right in any extension agreement or any agreement substituting the land or change thereof.

(12) Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of the original of this Deed and said Note to Trustee for cancellation and retention, and upon payment of its face amount, Trustee shall reconvey, without warranty, the property thus held hereunder. He recitals such recitations of any matters of fact shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." In five (5) years after the date of this Deed of Trust, Trustee may destroy, abandon or otherwise dispose of such property in such manner as it deems fit, without notice to the holder of this Deed of Trust, except in the case of a final judgment of record against the holder of this Deed of Trust.

(13) As additional security, Trustor hereby gives to and conveys to the Beneficiary, the first, power and authority, during the continuance of this trust, to collect the rents, issues, profits, royalties and payments of and property, or arising or accruing by reason of any oil, gas, or mineral lease thereof, and all installations of money payable pursuant to an agreement for the sale of said property or any part thereof, relating unto Trustor the right prior to default by Trustor to payment of any indebtedness secured hereby in the performance of any agreement hereunder, to collect and retain such rents, issues, profits, royalties, payment and installments of money, as they become due and payable. Upson such default, Beneficiary may at any time, without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter and take possession of said property and parts thereof and, jointly, the same, less the cost of removal of fixtures and equipment, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as Beneficiary may determine. If Beneficiary should take possession of said property, the collection of such rents, issues, profits, royalties, payments and installments of money, and the application thereof at abandonment, shall not cure nor waive any default or notice of default hereunder nor invalidate nor as done pursuant thereto. Such notice of default or non-compliance of Beneficiary at any time or from time to time to collect any such monies shall not in any manner impair the subsequent enforcement of Beneficiary of this note, payment and liability hereunder being unaffected upon it. Nothing contained herein shall in any way impair the subsequent enforcement of Beneficiary of this note, payment and liability hereunder being unaffected upon it. Nothing contained herein shall in any way impair the subsequent enforcement of Beneficiary of this note, payment and liability hereunder being unaffected upon it.

(14) If breach or default be made, by the prompt payment, when due, of all sums secured hereby, or in the performance of any promise contained herein, or contained in any conveyance, confirmation, and Trustee's clause or decree title, then and at any time thereafter the Beneficiary hereunder may declare all sums secured hereby immediately, due and payable, without demand or notice, and the Beneficiary or Trustee shall record in the office of the County Recorder of the county or counties herein or property of any part thereof is situated, a notice of such breach or default and election to cause the said property to be sold to satisfy the indebtedness and obligations secured hereby, as provided by the laws of the State of Nevada with reference to the foreclosure of deeds of trust.

On application of the Beneficiary, and after at least three (3) months shall have elapsed following the recording of said notice of default or breach or default, the Trustee, or his or her agent, shall post a public notice of sale, and such notice or sale, and such order as it may determine, at public auction, in the highest bidder, for each time and place of sale, and from time to time thereafter may postpone such sale, by 30 (thirty) days, upon notice to the parties concerned, by publication in a newspaper of record in the state where the property is located, or in the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale, by 30 (thirty) days, upon notice to the parties concerned, by publication in a newspaper of record in the state where the property is located, or in the United States, payable at time of sale. Trustee shall apply the proceeds of any sale held hereunder to the satisfaction of the sum secured hereby, and become due upon any default hereunder made by the Trustor. The Trustee shall apply the proceeds of any sale held hereunder to the satisfaction of the sums secured hereby, in such order and to such extent as the holder bears in the exercise of his absolute discretion as Trustee. Any surplus in the hands of the Trustee after the payment of all sums secured hereby, shall be paid to the person or persons legally entitled thereto on the prorata of such. Trustor agrees to pay forthwith to Beneficiary or other person or persons entitled thereto any deficiency remaining after the application of the proceeds of sale to the payment of all sums secured hereby.

(15) Beneficiary may, from time to time, by instrument in writing, substitute a successor or accept to any Trustee named herein, or in any hereunder, which instrument, executed and acknowledged by Beneficiary and recorded in the office of recorder of the county or counties where said property is situated, shall constitute proof of proper substitution of such successor Trustee, who shall succeed him or her, from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustee, Trustor and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee. If notice of default shall have been recorded, this power of substitution cannot be exercised until after the costs, fees and expenses of the then existing Trustee shall have been paid to said Trustee, who shall receive them upon such instrument of substitution. The procedure herein provided for substitution of Trustees shall be exclusive of all other provisions or substitutions statutory or otherwise.

(16) If any provision of this Deed of Trust conflicts with any provision of the law of the State of Nevada, the provision of the law of the State of Nevada shall prevail insofar as the conflict exists. No provision of this Deed of Trust shall be construed to prohibit the application of such law to any part hereof, unless such provision includes the word "herein."

(17) Trustee accepts this Deed when this Deed is executed and acknowledged. If after a public record as provided by law, Trustee is not qualified to notify any party herein of pending suits under this Deed of Trust or any action or proceeding, in which Trustee, Beneficiary or Trustee shall be a party unless brought by Trustee.