

Lincoln County

RECORDING REQUESTED BY
When Recorded Mail to
Nevada National Bank
Pioche Office
P. O. Box 247
Pioche, Nv. 89043

No. **69495**
FILED AND RECORDED AT REQUEST OF
NEVADA NATIONAL BANK
AUG. 22, 1980
AT **55** MINUTES PAST **2** O'CLOCK
P.M. IN BOOK **39** OF OFFICIAL
RECORDS, PAGE **86** LINCOLN
COUNTY, NEVADA.
COUNTY RECORDER
Laura B. Fallis

Space Above this Line for Recorder's Use

DEED OF TRUST & ASSIGNMENT OF RENTS

THIS DEED OF TRUST, Made this 1st day of August, 1980 between

MICHAEL L. FALLIS, A single person.-

whose address is Rachel, Nevada Via Star Route Box No. 26, Alamo, Nevada 89001

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 County, Nevada, described as:

All of Lot 3 in Block 1 of the Sun Set Acres Tract No. 1. being a portion of the NW $\frac{1}{4}$ & the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 36, T3S., R5E., MDB&M, Lincoln County, Nevada. - -

TOGETHER WITH, all and singular the tenements, hereditaments, and appurtenances thereto 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 thereof, 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 \$ 6,307.20 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 PROTECT 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 therein 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 NEVADA
COUNTY OF LINCOLN
On this 1st day of July, 1980.
personally appeared before me, a Notary Public,
Michael L. Fallis who acknowledged

SIGNATURE OF TRUSTOR
Michael L. Fallis
Michael L. Fallis

Laura B. Fallis
LORA B. FALLIS
Notary Public—State of Nevada
COUNTY OF LINCOLN
My Commission Expires Mar. 2, 1982

Lincoln County

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

(1) To keep said property in good condition and repair, and 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 therefor all claims for labor performed and material furnished thereon...

(2) To provide and maintain in force at all times, fire and other types of insurance as may be required, such in an amount satisfactory to, and with Low Factor, and shall be delivered to and remain in possession of Beneficiary as further security for the faithful performance of these terms.

(3) Should Trustor sell, convey, transfer, dispose of or further encumber said property, or any part thereof, or any interest therein, or agree so to do, without the consent of Beneficiary being first obtained, then Beneficiary shall have the right at its option to declare all sums secured hereby...

(4) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustor, and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum...

(5) To pay at least ten (10) days before delinquency all taxes and assessments affecting said property, including assessments on apportionment - see book: where due, all assessments, charges and liens, with interest on said property of any part thereof, which appear to be prior or superior hereto...

(6) To insure 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 thereof as provided in paragraph (5) hereinafter, the Trustor agrees to pay the Beneficiary, in addition to the other payments required hereunder...

(7) In the event of default in the payment of any of the monies he has paid under the terms of this Deed of Trust then and in the performance of any of the covenants and obligations of this Deed of Trust then and in the performance of any of the covenants and obligations of this Deed of Trust...

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

(11) In any law or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustor may recover any part of said property...

(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 Trustor, the cancellation and termination and upon payment of its fees, Trustor shall recover, without warranty, the property then held hereunder.

(13) As additional security, Trustor hereby gives to and confers upon the Beneficiary the right, power, and authority, during the continuance of these trusts, to collect the rents, issues, profits, royalties and payments of said property, or arising or accruing by reason of any oil, gas, or mineral lease thereon...

(14) If breach or default be made in the prompt payment, when due of all sums secured hereby, or in the performance of any promise contained herein, or in the performance of any covenant or obligation secured hereby, 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...

(15) Beneficiary may, from time to time, by means of an writing, substitute a descendant or successor in any Trustee named herein or acting hereunder, which substitution executed and acknowledged by Beneficiary and recorded in the office of the recorder of the county of counties where said property is situated...

(16) This Deed of Trust shall apply to the benefit of and bind all parties herein, their heirs, legatees, devisees, administrators, executors, successors and assigns. The above Beneficiary shall have the right to sell or otherwise dispose of the property of the Trust, whether or not named as Beneficiary herein...

(17) Trustor, by executing this Deed of Trust, duly executed and acknowledged, made a public record as provided by law. Trustor is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustor.

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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 recumyance will be made.