

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

70220  
FILED AND RECORDED AT REQUEST OF  
**PRESS DUFFIN**  
NOV. 17, 1980  
AS 55 MINUTES PAST 2 O'CLOCK  
P.M. IN BOOK 40 OF OFFICIAL  
COUNTY RECORDS 428 LINCOLN  
COUNTY, NEVADA  
YLS:RSC:STP:Z

Space Above this Line for Recorder's Use  
**DEED OF TRUST & ASSIGNMENT OF RENTS**

THIS DEED OF TRUST, Made this 26th day of September, 1980 between  
**FRANK LLOYD, a single person**  
whose address is P. O. Box 237, Pioche, Nevada Nevada, 89043

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:

All that real property situate in the County of Lincoln, State of Nevada, bounded and described as follows:

The North Half (N.½) of Lot Numbered Fifteen (15) and the East 16-2/3 feet of the North Half (N.½) of Lot Numbered Thirteen (13) in the HENRY LEE'S SUBDIVISION to the Town of Pioche, Lincoln County, Nevada.

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 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 \$12,549.96- 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 26th day of September, 1980,  
personally appeared before me, a Notary Public, Frank Lloyd  
Frank Lloyd who acknowledged  
that he executed the above instrument.

SIGNATURE OF TRUSTOR  
Frank Lloyd  
FRANK LLOYD

NOTARY PUBLIC  
MAR-80 9/77

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

(1) To keep said property in good condition and repair... (12) To provide and maintain in force at all times, fire and other types of insurance as may be required...

(13) Should Trustor sell, convey, transfer, dispose of or further encumber said property, or any part thereof, or any interest therein...

(14) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee...

(15) To pay at least ten (10) days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock...

(16) 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...

(17) 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 debt hereunder secured hereby...

(18) If a breach of default be made in the prompt payment, when due, of any sum secured hereby, or in the performance of any promise contained therein...

(19) Beneficiary may, from time to time, by instrument in writing, substitute a mortgage or conveyance in any Trustee named herein or acting hereunder...

(20) This Deed applies to shares to the benefit of, and binds all parties hereto, their heirs, legal heirs, devisees, administrators, executors, successors and assigns...

(21) Trustor accepts this Deed when the Deed, duly executed and acknowledged, is made a public record as provided by law. Trustor is not obligated to make any party hereto a party to this Deed...

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