

## Lincoln County

70220

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

RECORDED AND INDEXED AT REQUEST OF  
**PRESS DUFFIN**  
 NOV. 17, 1980  
 AT 55 MINUTES PAST 2 O'CLOCK  
 PM IN BOOK 40 OF OFFICIAL  
 RECORDS PAGE 428 LINCOLN  
 COUNTY, NEVADA  
 YESTERDAY

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, 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. $\frac{1}{2}$ ) of Lot Numbered Fifteen (15) and the East 16-2/3 feet of the North Half (N. $\frac{1}{2}$ ) 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 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 \$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 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

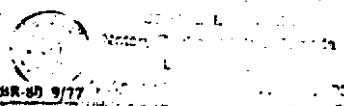
COUNTY OF Lincoln

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

SIGNATURE OF TRUSTOR

Frank Lloyd

NOTARY PUBLIC



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# Lincoln County

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

(1) To keep and repair, 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 thereon, and if the loan secured hereby, or any part thereof, is being obtained for the purpose of construction of improvements on and property, Trustor also agrees, anything in the Deed to the contrary notwithstanding (a) to complete same in accordance with plans and specifications submitted by Trustee; (b) to allow Beneficiary to inspect said property at any times during construction; (c) to replace any work or materials unsatisfactory to Beneficiary, within fifteen (15) calendar days after written notice from Beneficiary of such fact, which notice may be given to the Trustee by certified mail, sent to his last known address, or by personal delivery to the Trustee; (d) that work shall not cease on the construction of such improvements for any reason whatsoever for a period of fifteen calendar days, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereto, not to commit or permit waste thereof, nor to commit, suffer or permit any damage to said property in violation of law; to cultivate, irrigate, fertilize, lopigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general. The Trustee upon presentation to it of an affidavit signed by Beneficiary setting forth facts showing a default by Trustee under the paragraph, is authorized to accept as true and conclude all facts and statements therein, and to act as trustee hereunder.

(2) To provide and maintain in force at all times, fire and other types of insurance as may be required, such an amount satisfactory to, and with loss payable to said Beneficiary. Said insurance policies shall be in form and content, and for such term, and in such corporations as may be satisfactory to the Beneficiary, and shall be delivered to and remain in possession of Beneficiary as further security for the faithful performance of the terms of this Deed.

At least sixty (60) days prior to the expiration of any said insurance policy, a policy or policies certifying to existing and unpaid insurance shall be delivered to said Beneficiary together with a receipt showing payment of the premium thereto. By executing this Deed of Trust the Trustee specifically accepts the Beneficiary to obtain said insurance in the event any said insurance policy and a receipt for payment of the premium therefor be not so delivered to, and Beneficiary by the Trustee, but Beneficiary shall have no obligation to do so, and the obtaining of any such insurance and the payment of the premium therefor by Beneficiary shall not release Trustee from any obligation hereof. Neither Trustee nor Beneficiary shall be responsible for such insurance or for the collection of any insurance money or fee for any inaccuracy of any insurer or insurance underwriter. Any and all unexpired insurance shall accrue to the benefit of, and pass to the person, claimant, the property conveyed hereby, at the Trustee's sole bid price.

The Trustee may require that another insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, at option of Beneficiary, the entire amount so collected or any part thereof may be released to Trustee. Such application or release shall not entitle or cause any default or notice of default to be declared or made against any party pursuant to such notice.

(3) Should Trustor sell, convey, transfer, dispose of or otherwise alienate any and all property, or any part thereof, or any interest therein, or agree to do, without consent of Beneficiary, being first obtained, then Beneficiary shall have the right at any time to declare all sums secured hereby forthwith due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions. If this Deed of Trust or any Note secured hereby contains any provision conferring on Beneficiary the right to demand payment of any sum secured hereby, the payment of any unearned portion to such provision. If any sum of said indebtedness shall be paid prior to the due date thereof as set out in Note or this Deed, or upon payment of the principal of any agreement, then Beneficiary, by reason thereof, shall have declared all sums secured hereby immediately due and payable.

Beneficiary may charge Trustee a reasonable fee, but not exceeding such amount as may, from time to time, be authorized by law, for furnishing any statement or notice relating to this Deed of Trust or the indebtedness hereby secured, including but not limited to notes showing the information specified in Chapter 107, Nevada Revised Statutes, 107.060 and 107.090. Beneficiary may also charge Trustee a reasonable fee for services rendered to the tendered Trustee or his behalf, connected with this Deed or the loan secured hereby, including without limiting the generality of the foregoing, the delivery to the Trustee of a holder of a request for full or partial foreclosure of this Deed, transmitting to an escrow holder money secured hereby, handing his records pertaining to the loan and the property secured hereby, shorting a note or other document of title to said property, replacing an existing policy of fire or marine or other casualty insurance held by Beneficiary hereunder, with another such policy, any and all costs and expenses incurred thereby, and Trustee agrees to pay the same together with interest from the date of such charge at the rate specified in said note, immediately and without demand.

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

(5) To pay at least ten (10) days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all incurments, charges and items, with interest on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses incurred.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights and powers of Beneficiary or Trustee; (e), purchase, contract or compromise any indebtedness, charge or tax which in the judgment of either appears to be prior or superior hereto, and, in exercising any such power, pay necessary expenses, employ counsel and pay his reasonable fees.

(6) 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 note.

(7) To insure the payment of taxes and assessments, which are now or hereafter may be levied upon the property described at least one (10) days before the delinquency thereof as provided for in paragraph (5) hereinafter, and to pay the premium of any policy of insurance which may be required by the Beneficiary as provided for in paragraph (2) hereabove, 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 any additional amounts of premiums that will become due and payable to renew the insurance on the premises covered hereby and required by the Beneficiary. Interest agreeing to defer payment to Beneficiary of bills and notices therefor. Such installments shall be equal to the estimated premium or premiums for such insurance and taxes and assessments due for estimated by Beneficiary less all installments already paid herefor, divided by the number of months that are to elapse before one month prior to the date of payment of taxes and special assessments will become delinquent. If the amounts paid to the Beneficiary under the provisions of this paragraph are insufficient to discharge the obligations of Trustor to pay such premium or premiums, taxes and assessments as the same become due, Trustor shall pay to Beneficiary upon as demand such additional sums as may be required to discharge Trustor's obligation to pay premium or premiums, taxes and assessments. At the option of the Beneficiary, all money paid to Beneficiary under the provisions of this paragraph shall be held by Beneficiary in trust to pay such premium or premiums, taxes and assessments before the same become delinquent, or may be credited directly to the account of the principal due upon the note secured hereby and upon payment by the Beneficiary of taxes, assessments and insurance premiums, the amount so held shall be applied to the principal due upon the note secured hereby. If the Trustor shall fail to pay the installments provided for in this paragraph, such failure shall constitute a default under this Deed of Trust.

(8) In the event of default in the payment of any of the moneys to be paid under the terms of the Note or the security of this Deed of Trust or in the performance of any of the covenants and obligations of this Deed of Trust and when any funds or the possession of the Beneficiary under the provisions of paragraph (7) 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 (7) is established.

(9) Am. award of damages in connection with any condemnation for public use or injury to said property or any part thereof is hereby waived and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or 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 of all other sums secured or to declare default for failure so to pay.

(11) At any time after notice to, without liability thereto and without notice, upon written request of Beneficiary and presentation of this Deed and Note to enforcement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: (a) remunerate any part of said property, consent to the making of any map of plot thereof, join in granting any easement or join in any extension agreement or any agreement renumbering the lot 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 fees, Trustee shall recover, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantor in such reconveyance may be described as "the person or persons legally entitled thereto". One year after issuance of such full reconveyance, Trustee may destroy said Note and this Deed (unless directed in such request to retain them). Such request and reconveyance shall operate as a reassignment of the rents, issues, profits hereinafter assigned to Beneficiary.

(13) At any time and so long as Trustee has not been paid in full the principal and interest due upon the note secured hereby, Trustee may: (a) collect the rents, issues, profits, royalties and payments of said property, as arising or accruing by reason of any oil, gas, or mineral lease therefrom, and all amounts, means of money, payable pursuant to any such lease, or to any other agreement for the production of oil, gas, or mineral lease therefrom, to collect and retain such rents, issues, profits, royalties, and payments of money, as they become due and payable. Upon any such default, Beneficiary shall be liable to Trustee for the amount of any such default, together with interest thereon at the rate of six percent per annum, plus all costs of collection, including reasonable attorney's fees upon any indebtedness incurred hereby, in such order as Beneficiary may determine. If Beneficiary should take possession of said property, Beneficiary may rent or lease any or all of said property, upon such terms as may be reasonable under all the circumstances. The entering upon and taking possession of said property, the collection of such rents, issues, profits, royalties, and payments of money, and the application thereof as aforesaid, shall not cause nor waive any default or Notice of Default hereunder nor shall any such action or proceeding for such purpose or discontinuance of Beneficiary at any time or from time to time to collect any such money shall not in any manner impair the subsequent enforcement by Beneficiary of the rights, power and authority herein conferred upon it. Nothing contained herein, nor the exercise of any right, power or authority herein granted to Beneficiary shall be construed by it as an affirmation by it of any tenancy, lease or option, nor an assumption of liability under a subordination of the term or character of the lease or, and such tenancy lease or option.

(14) If breach or default is made in the prompt payment, when due, of any sum secured hereby, or in the performance of any promise contained herein, or contained in any concession, under which said Trustor grants or deems him to have granted, the Beneficiary hereunder may declare all sums secured hereby immediately due and payable, without demand and notice, and the Beneficiary or Trustee shall record in the office of the County Recorder of the county or country wherein said property or any part thereof is situated a notice of such breach or default and election to sue for the amount 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 debts or trusts.

(15) Application of the Beneficiary, and after at least three (3) months shall have elapsed following the recording of said notice of breach or default, the execution, and without demand or notice, shall place on sale in the manner and for a time not less than that required by law for the sale or sales of real property under the United States, payable at time of sale. Trustee may, at any time and place, at the highest bidder for cash or lawful means of payment, or at public auction, or at public bidding, or at public announcement, at the time, place, and manner of doing so, and without further notice, it may make such sale at the time to which the same shall be postponed. Trustee shall apply the proceeds of any such sale to the payment of the principal sum due, or to the payment of any interest, expense or implied. The rental in any such deed of any matter or to be stated thereon specifically or in general, or the amount of any such sum, shall be conclusive proof of the truthfulness thereof, and such deed shall be conclusive against all persons as to all matters of facts dispute as to the same. Any person, including Trustee, Trustees or Beneficiary, may purchase at such sale. Trustee hereby agrees to surrender immediately, and without demand, payment or notice, to the person or persons entitled thereto, the title to the property so sold, and to the person or persons entitled thereto, the title to the property so sold, and compensation of the Trustee in an amount equal to five percent per annum on the amount of any sum secured hereby and remaining unpaid, but in no event less than Twenty-five Dollars (\$25.00), and counsel fees in an amount equal to ten percent (10%) of the amount of any sum secured hereby and remaining unpaid, but in no event less than One Hundred Dollars (\$100.00), and such sum, if any, as Trustee or Beneficiary shall have paid for payment of abstract of title or search or certificate or report any default hereunder made by the Trustee. The Trustee shall apply the proceeds of any sale held hereunder to the satisfaction of the terms secured hereby and become due upon any default hereunder made by the Trustee. The Trustee shall apply the proceeds of any sale held hereunder to the satisfaction of the terms secured hereby, in such order and to such extent as the Bonds Law, in the exercise of its absolute discretion, may direct. 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 proof of such right. Trustee agrees to pay bonds with the Beneficiary or other person or persons entitled thereto, remaining after the application of the proceeds of sale to the payment of all sums secured hereby.

(16) Beneficiary may, from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting interlocutor, which instrument, executed and acknowledged by Beneficiary and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor. Trustee or the person or persons entitled thereto, in such event, shall be liable to all debts, estate, rights, powers and duties. Said instrument may contain the name of the original Trustee, Trustee 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 not be recorded, this power of substitution cannot be exercised until after the costs, fees and expenses of the then acting Trustee shall have been paid to such Trustee, who shall be liable to all debts, estate, rights, powers and duties.

(17) This Deed applies to, or relates to the benefit of, and binds all parties hereto, to whom heirs, devisees, administrators, executors, executors and assigns of the Beneficiary shall mean the owner and holder, including pledges of the Note secured hereby, whether or not named as Beneficiary herein. In the event of death of any holder of this Deed, the surviving holder, the next of kin gender includes the legitimate and illegitimate children and the single and married children, includes the plural.

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

**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 recovery can be made.**