

Lincoln County

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 14th day of November A. D. 1979, by and between Curtis E. Roden and Bennie M. Roden, husband and wife.

As Trustor, and Nevada Title Company

a corporation duly organized and existing under and by virtue of the laws of the State of Nevada As Trustee, and FIRST NATIONAL BANK OF NEVADA, Reno, Nevada, a corporation organized and existing under and by virtue of the laws of the United States of America, as Beneficiary. (It is distinctly understood that the word "Trustor" and the word "his" 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 content.)

WITNESSETH: That said Trustor hereby grants, conveys and confirms unto said Trustee in trust with power sale, the following described real property situate in the City of Alamo

County of Lincoln State of Nevada, to-wit: Commencing at the Southwest corner of the NE 1/4 SW 1/4 of Section 5, T7S, R61E, MDB&M, thence running due East along the south line of said NE 1/4 SW 1/4 a distance of 910 feet more or less to the west line of Main Street, at the Northeast corner of Lot 1, Block 46, Alamo Townsite on file in the Office of the County Recorder of said Lincoln County, Nevada, thence running N. 1°23' West along the West side of said Main Street and the projection thereof a distance of 685 feet to the true point of beginning; thence continuing North 1°23' W, along the west side of said Main Street and the projection thereof a distance of 115 feet; thence South 88°37' West a distance of 200 feet; thence South 1°23' East a distance of 115 feet; thence North 88°37' East a distance of 200 feet to the point of beginning.

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 \$ 32,776.80/Inc. int. 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.

Trustor grants to Beneficiary the right to record notice that this deed of trust is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations of the Trustor for which Beneficiary may claim this deed of trust as security.

AND THIS INDENTURE FURTHER WITNESSETH:

NEVADA TITLE COMPANY, TRUSTEE:

The undersigned is owner and holder of all notes and other indebtedness secured by the within Deed of Trust and the improvements thereon, not to remove or demolish any buildings or other improvements thereon; and otherwise to protect and preserve the said premises and the improvements thereon and not to permit any part of the same to be used or altered in any way that would be injurious to the security of the said Deed of Trust, to cancel all evidences of indebtedness delivered hereunto, together with the said Deed of Trust, and to re-record the same in the public records of the County of Lincoln, Nevada, without warranty, in the portion indicated therein as to the amount of indebtedness of the Trustor, and to make a part of this Deed of Trust.

SECOND: The following covenants, No. 1, 2 (\$ 32,800.00), 5, 6, 7 (counsel fees 10%) and 8 of N. R. S. 107.030, are hereby adopted and made a part of this Deed of Trust.

THIRD: In the event of a deficiency after sale pursuant to the covenants incorporated herein, the Beneficiary has a right to claim and collect such deficiency out of other property not otherwise exempt of the Trustor, by suit in the County of Lincoln, Nevada, and to recover reasonable attorneys' fee.

FOURTH: The rights and remedies hereby granted shall not exclude any other rights or remedies granted hereby or by law and all rights or remedies granted hereunder or permitted by law shall be concurrent and cumulative.

FIFTH: Trustor further agrees that the beneficiary may from time to time and for periods not exceeding one year, in behalf of the Trustor renew or extend any promissory note secured hereby and said renewal or extension, shall be conclusively deemed to have been made by the Trustor on said promissory note or notes by the beneficiary in behalf of the Trustor.

SIXTH: In the event of any tax or assessment on the interest under this deed of trust it will be deemed that such taxes or assessments are upon the interest of the trustor, who agrees to pay such taxes or assessments although the same may be assessed against the beneficiary or trustee.

SEVENTH: All the provisions of this instrument shall inure to, apply to, and bind the legal representatives, successors and assigns of each party hereto respectively.

EIGHTH: In the event of a default in the performance or payment under this deed of trust or the security for which this deed of trust has been executed, any notice given under Section 107.080 N. R. S. shall be given by Certified mail to the trustor (s) addressed to P. O. Box 412, Alamo, Nevada 89001

and such notice shall be binding upon the trustor(s), assignee(s), or grantee(s) from the trustor(s).

NINTH: It is expressly agreed that the trusts created hereby are irrevocable by the Trustor.

IN WITNESS WHEREOF, the Trustor has executed these presents the day and year first above written

Curtis E. Roden
Bennie M. Roden

DATED: MAY 13 1981
FIRST NATIONAL BANK OF NEVADA
Henderson, Nevada
MANAGER
Mail Recovery Office to: William W. Roden, 3000 P.O. Box 307 Alamo, NV 89001

Lincoln County

State of Nevada
County of Clark } ss.

On this 14th day of November in the year A. D. nineteen hundred and seventy nine before me, _____ a Notary Public in and for said County of Clark personally appeared Curtis E. Roden known to me to be the person whose name he subscribed to the within instrument, and acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal at my office in the said Clark County of Clark the day and year in this certificate first above written.

DALINE M. JANUIK
 Notary Public State of Nevada
 COUNTY OF CLARK
 My Commission Expires April 21, 1982

Daline M. Januik
 Notary Public in and for the County of Clark State of Nevada.
 My Commission Expires April 21 1982

On this 14th day of November in the year A. D. nineteen hundred and seventy nine before me, _____ a Notary Public in and for said County of Clark personally appeared Bennie M. Roden known to me to be the person whose name she subscribed to the within instrument, and acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal at my office in the said Clark County of Clark the day and year in this certificate first above written.

DALINE M. JANUIK
 Notary Public State of Nevada
 COUNTY OF CLARK
 My Commission Expires April 21, 1982

Daline M. Januik
 Notary Public in and for the County of Clark State of Nevada.
 My Commission Expires April 21 1982

Deed of Trust and Assignment of Rent

—TO—
 Trustor.

—FOR—
 Trustee.
 FIRST NATIONAL BANK OF NEVADA
 RENO, NEVADA

Beneficiary.
 A. D., 19 _____

Filed for record at the request of
 FIRST NATIONAL BANK OF NEVADA
 RENO, NEVADA

OFFICE
 NOVEMBER 20 A. D., 19 79
 at 15 Min. past 2 o'clock
 P. M., in Vol. 33 of RECORDS
 Page 452 and following, Records of
 LINCOLN County Nevada.
Opresko, Steyer
 County Recorder.
 Deputy Recorder.

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 KCL - 165 (11-79)

WHEN RECORDED MAIL TO
Lincoln Office
 FIRST NATIONAL BANK OF NEVADA
 RENO, NEVADA

P.O. Box 2006
Lincoln
 (Address of Office) 8705

No. 72000
 FILED AND RECORDED AT REQUEST OF
 UNION CARBIDE CORP
 APRIL 10, 1981
 AT _____ MINUTES PAST _____ O'CLOCK
 P. M. IN BOOK 43 OF OFFICIAL
 RECORDS, PAGE 327 LINCOLN
 COUNTY, NEVADA.
Opresko, Steyer
 COUNTY RECORDER