

Lincoln County

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

No. 72492
FILED AND REGISTERED AT REQUEST OF
NEVADA NATIONAL BANK
JUNE 24, 1981
17 25 PAGES WITH 10 OFFICIAL
P. O. BOX 44 OF OFFICIAL
BOOK PAGE 303 LINCOLN
COUNTY, NEVADA
[Signature]

DEED OF TRUST & ASSIGNMENT OF RENTS

THIS DEED OF TRUST, Made this 5th day of June, 1981 between
Dorothy M. Curd and William E. Curd, wife and husband, as Joint Tenants,
whose address is P. O. Box 154, Pioche, Nv. 89043

herein called TRUSTOR, NEBACO, Inc., a Nevada corporation, herein called TRUSTEE, and NEVADA NATIONAL BANK, Reno, 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 of Lots 11 and 12 in Block 14 of the Pioche Mines Consolidated, Inc., Supplement "B" to the Town of Pioche, Lincoln County, Nevada, together with any and all improvements thereon, consisting of a seven (7) room single family residence.-

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 \$ 7,562.40- 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 5th day of June, 1981
personally appeared before me, a Notary Public, Dorothy M. Curd & William E. Curd
who acknowledged
that he executed the above instrument.

SIGNATURE OF TRUSTOR
Dorothy M. Curd
William E. Curd
Dorothy M. Curd
William E. Curd

[Signature]
NOTARY PUBLIC
My Appointment Expires Nov 7, 1981

Lincoln County

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

(1) To keep said property in good condition and repair and to remove or demolish any building thereon to complete or to repair through an approved and responsible contractor...

(2) To provide and maintain in force at all times, for and other types of insurance as may be required, each in an amount satisfactory to and with the Trustor...

(3) Should Trustor fail to pay any such taxes, charges or assessments, which are now or hereafter may be levied upon the property described at least ten (10) days before the delinquency thereof...

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

(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 incumbrances, charges and liens, with interest on said property or any part thereof...

(6) To pay immediately and without demand all sums 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 ten (10) days before the delinquency thereof as provided for in paragraph (5) hereinafter, and to pay such premiums upon policies of insurance which may be required by the Beneficiary...

(8) In the event of default in the payment of any of the moneys to be paid under the terms of the Note secured hereby in this Deed of Trust or in the performance of any of the covenants and obligations of the Trustor hereunder, then any funds in the possession of the Beneficiary under the provisions of paragraph (7) hereof...

(9) Any award of damages in connection with any condemnation for public use or injury to said property or any part thereof in hereby assigned 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 by outcome of proceedings 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 of all other sums secured or to declare default for failure so to pay...

(11) At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and any part of said property, consent to the making of any map or plat thereof, join in granting any easement or join in an extension agreement or any agreement subordinating the lien or charge hereof...

(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 such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof...

(13) As additional security, Trustor hereby gives to and cedes upon the Beneficiary the right, power and authority, during the continuance of these trusts, to collect the rents, moneys, profits, royalties and payments of said property or any part thereof, reserving unto Trustor the right prior to default by Trustor in and fulfillment of moneys, as they become due and payable...

(14) If breach or default be made in the prompt payment when due of any sum secured hereby, or in the performance of any promise contained herein, said property or any part thereof shall be sold by the Trustor or its assigns, and the Beneficiary or Trustee shall proceed in the office of the County Recorder of the county in which the property is situated...

(15) Beneficiary may, from time to time by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, 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 constitute a valid and binding deed...

(16) This Deed applies to, and shall be binding upon, the Beneficiary or Trustee, their heirs, legal representatives, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the owner and holder of the property hereunder, whether or not named as Beneficiary herein...

(17) Trustor agrees that if and when this Deed is recorded and acknowledged in made a public record as provided by law, Trustor is not obligated to notify any party hereto of recording said deed and other facts of Trustor or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party...

Both must be delivered to the Trustor for cancellation before reconveyance will be made