

Lincoln County

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this Eighth day of July 1981, between Ralph T. Haley and Candy Haley, Husband and Wife

whose address is Caliente, Nevada 89008, herein called TRUSTOR,  
(number and street) (city) (zone) (state)

Frontier Title Company, a Nevada corporation and Nevada Bank & Trust Company, Box 428, Caliente, Nevada 89008, herein called TRUSTEE,

Witnesseth: That TRUSTOR IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Caliente, Lincoln County, Nevada, described as:

Lots 4, 5, and 6, Block A of the James H. Gottfredson Addition to the City of Caliente, according to the official map thereof, filed in the office of the County Recorder, Lincoln County, Nevada on August 9, 1963.

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 \$ 5,000.00 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.

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (16) inclusive of the Deed of Trust recorded in the Book and at the page, or document No. of Official Records in the Office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz:

| COUNTY    | DOCUMENT No. | BOOK     | PAGE    | COUNTY   | DOCUMENT No. | BOOK     | PAGE    | COUNTY     | DOCUMENT No. | BOOK    | PAGE    |
|-----------|--------------|----------|---------|----------|--------------|----------|---------|------------|--------------|---------|---------|
| Clark     | 413987       |          |         | Humboldt | 116986       | 3        | 83      | Nye        | 47157        | 67      | 163     |
| Churchill | 104132       | 34 mtgs. | 591     | Lander   | 41172        | 3        | 758     | Ormsby     | 72637        | 19      | 102     |
| Douglas   | 34495        | 22       | 415     | Lincoln  | 41292        | 6 mtgs.  | 467     | Parshing   | 57488        | 28      | 58      |
| Elko      | 14831        | 43       | 343     | Washoe   | 407205       |          |         | Storey     | 28573        | R mtgs. | 112     |
| Esmeralda | 26291        | 3M deeds | 136-141 | Lyon     | 84486        | 31 mtgs. | 449     | White Pine | 128126       | 261     | 341-344 |
| Eureka    | 39602        | 3        | 283     | Mineral  | 76648        | 16 mtgs. | 524-537 |            |              |         |         |

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be NONE and with respect to attorneys' fees provided for by covenant 7 the percentage shall be 20 %.

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 } ss.  
On July 8, 1981 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ralph T. Haley and Candy Haley

Signature of Trustor  
Ralph T. Haley  
Candy Haley

known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.  
(Seal) James R. Prince  
Signature: James R. Prince, Notary Public  
Name (Typed or Printed)  
Notary Public in and for said County and State

If executed by a Corporation the Corporation Form of Acknowledgment must be used.

Title Order No. \_\_\_\_\_  
Escrow or Loan No. \_\_\_\_\_  
SPACE BELOW THIS LINE FOR RECORDER'S USE

RECORDING REQUESTED BY  
JAMES R. PRINCE  
Notary Public - State of Nevada  
Lincoln County  
My Commission expires Feb. 2, 1982  
AND WHEN RECORDED MAIL VS

Name NEVADA BANK & TRUST  
Street Address BOX 428  
City & State CALIENTE, NEVADA 89008

No. 72671  
FILED AND RECORDED AT REQUEST OF  
NEVADA BANK & TRUST  
JULY 9, 1981  
AT 1 MINUTES PAST 1 O'CLOCK  
P M IN BOOK 45 OF OFFICIAL  
RECORDS, PAGE 8 LINCOLN  
COUNTY, NEVADA.  
James R. Prince  
COUNTY RECORDER

BOOK 45 PAGE 8

Lincoln County

The following is a copy of provisions (11 to 116) inclusive, of the deed of trust, recorded in each county in Nevada, as stated in the foregoing Deed of Trust and recorded by reference in said Deed of Trust as being a part thereof or if set forth at length therein.

To Protect the Security of This Deed of Trust, Trustor Agrees:

- 1. To properly care for and keep said property in good condition and repair...
2. The Grantor agrees to pay and discharge all costs, fees and expenses of these Trusts...
3. The amount collected under any fire insurance policy shall be credited...
4. The Grantor permits and agrees that if, during the existence of the Trust...
5. Any award of damages in connection with any condemnation for public use...
6. Trustee shall be under no obligation to notify any party hereto...
7. Acceptance by Beneficiary of any sum in payment of any indebtedness...
8. Trustee may, at any time, or from time to time, without liability...
9. Upon receipt of written request from Beneficiary...
10. After three months shall have elapsed following recordation...
11. Trustee shall apply the proceeds of any such sale to payment of...
12. The Beneficiary or assignee may, at any time, by instrument in writing...
13. This Deed of Trust applies to, inures to the benefit of, and binds...
14. Trustee accepts these trusts when this Deed of Trust...
15. In this Deed of Trust, whenever the context so requires...
16. Where not inconsistent with the above the following covenants...

DO NOT RECORD
REQUEST FOR FULL RECONVEYANCE
To be used only when note has been paid.

To Frontier Title Company, Trustee

Dated

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied...

MAIL RECONVEYANCE TO:

By

By

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 reconveyance will be made.