

Lincoln County

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this fourteenth day of December 1981, between Terry E. Uhlman and Loretta Uhlman, husband and wife whose address is P.O. Box 364, Beatty, Nevada 89003 (number and street) (city) (state) herein called TRUSTOR, Frontier Title Company, a Nevada corporation and herein called TRUSTEE,

Nevada Bank & Trust Company, P.O. Box 428, Caliente, Nevada 89008, herein called BENEFICIARY, Witnesseth: That TRUSTOR IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Panaca Lincoln County, Nevada, described as:

A portion of lots 3 and 4 in Block 4 in the town of Panaca, County of Lincoln, State of Nevada, bounded and described as follows:

Beginning at the Northeast corner of lot 3 and running south along the Easterly boundary of said lot 3 a distance of 15 feet to the TRUE POINT OF BEGINNING; thence continuing south a distance of 107 feet; thence west a distance of 528 feet; thence north a distance of 107 feet; thence east a distance of 528 feet to the TRUE 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 \$7,618.69, 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 Assignee 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	116984	3	82	Nye	47127	67	163
Churchill	104132	34 migs.	591	Lander	41172	3	758	Oreilly	71637	19	102
Douglas	24495	22	415	Lincoln	41292	0 migs.	467	Pershing	57488	20	90
Eureka	14831	43	343	Washoe	407205			Storey	38673	0 migs.	112
Esmeralda	26291	29 deeds	138-141	Tonopah	88466	31 migs.	449	White Pine	128126	261	341-344
Eureka	39602	3	283	Minear	76448	16 migs.	326-337				

(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 \$10,000.00 and with respect to attorneys' fees provided for by covenant 7 the percentage shall be 20.0%.

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, Lincoln
COUNTY OF Lincoln SS.
On December 14, 1981 before me, the undersigned, a Notary Public in and for said County and State, personally appeared, Terry E. Uhlman and Loretta

Uhlman /aka Loretta Uhlman

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 aforesaid mentioned.

WITNESS my hand and official seal.

(Seal)

Signature.

Name (Typed or Printed)
Notary Public in and for said County and State

RECORDING REQUESTED BY
NOTARY PUBLIC
STATE OF NEVADA
County of Lincoln
RONALD J. BARRETT
My Appointment Number 119
AND WHEN RECORDED MAIL TO

► 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

71305

FILED AND RECORDED AT REQUEST OF

FRONTIER TITLE

DEC. 23, 1981

AT 15 P.M. 9 O'CLOCK

A RECORDED COPY OF OFFICIAL

119 LINCOLN

CLERK'S OFFICE

RONALD J. BARRETT
Terry E. Uhlman, Notary Public

Lincoln County

The following is a copy of provisions (1) to (16) inclusive, of the deed of trust, recorded in each county in Nevada, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

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

1. To properly care for and keep said property in good condition and supply, not to remove or demolish any building thereon; to complete in a good and workmanlike manner any building which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished thereon, to comply with all laws, ordinances and regulations requiring any alterations or improvements to be made thereon, not to commit or permit any waste thereto, nor to commit either or permit any act to be done in or upon said property in violation of law, to cultivate, irrigate, fertilize, fungicide, prune and/or do any other act or acts, all in a simple and proper manner, which, from the character or use of said property, may be reasonably necessary, the specific instructions hereto not excluding the general.
2. The Grantee agrees to pay and discharge all costs, fees and expenses of these Trusts, including cost of evidence of title and Trustee's fee in connection with sale, whether completed or not, which amount shall become due upon delivery to Trustee of Declaration of Default and Demand for sale, as hereinafter provided.
3. The amount collected under any life insurance policy shall be credited: first, to accrued interest, next to expenditures hereunder; and any remainder upon the principal, and interest shall thereafter cease upon the amount so credited as aforesaid; provided, however, that at the option of the Beneficiary, the entire amount collected under the policies or any part thereof may be released to the Grantee, without liability upon the Trustee for such release.
4. The Grantee promises and agrees that if, during the existence of the Trust there be commenced or pending any suit or action affecting said conveyed premises, or any pertaining to affect the security and will pay all costs and damages arising because of such action.
5. Any award of damages in connection with any condemnation for public use of or injury to any property or any part thereof is hereby assigned and shall be paid to Beneficiary, who may apply or retain such money received by him in the same manner and with the same effect as herein provided for disposition of proceeds of insurance.
6. Trustee shall be under no obligation to notify any party hereto of any pending suit hereunder or of action or proceeding of any kind in which Grantee, Beneficiary and/or Trustee shall be named as defendant, unless brought by Trustee.
7. Acceptance by Beneficiary of any sum in payment of any indebtedness secured hereby, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as herein provided for failure to pay.
8. Trustee may, at any time, or from time to time, without liability thereto and without notice, open written account of Beneficiary and presentation of this Deed of Trust and the sums secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of nonpayment thereon; or [in] an extension agreement or subordination agreement in substance hereto.
9. Upon receipt of written request from Beneficiary certifying that all sums secured hereby have been paid and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, the Trustee shall recover, without warranty, the property thus held hereunder. The results in such reconveyance of any matters of fact shall be conclusive except of the truth thereof. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto," and Trustee is authorized to retain this Deed of Trust and note.
10. Should default be made by Grantee in payment of any indebtedness secured hereby and/or in performance of any agreement herein, then Beneficiary may declare all sums secured hereby immediately due by delivery to Trustee of a written declaration of default and demand for sale, and of written notice of default and direction to cause said property to be sold (which notice Trustee shall cause to be filed for record) and shall surrender to Trustee this Deed, the notes and all documents evidencing any expenditure secured hereby.
11. After three months shall have elapsed following termination of any such notice of default, Trustee shall sell said property of such time and at such place in the State of Nevada as the Trustee, in its sole discretion, shall deem best to accomplish the objects of these Trusts, having first given notice of such sale on three consecutive days. Place of sale may be either in the county in which the property to be sold, or any part thereof, is situated, or at an office of the Trustee located in the State of Nevada.
 - (a) The Grantee, Pledgee and Mortgagee of the personal property herein pledged and/or mortgaged waives any and all other demands or notices as conditions precedent to sale of such property.
 - (b) Trustee may postpone sale of all, or any portion, of said property by public announcement of the time fixed by said notice of sale, and may thereafter postpone said sale from time to time by public announcement of the time previously appointed.
 - (c) At the time of sale or fixed, Trustee may sell the property so advertised or any part thereof, either as a whole or in separate parcels at its sole discretion, of public property as sold, but without covenant or warranty, express or implied, Grantee hereby agrees to surrender, immediately and without demand, possession of said property in such purchaser.
12. Trustee shall apply the proceeds of any such sale to payment of expenses of sale and all charges and expenses of Trustee and of these Trusts, including cost of collection, attorney and trustee's fee in connection with sale, all sums expended under the terms hereof, not then repaid, with accrued interest at the rate of ten per cent (10%) per annum; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.
13. The Beneficiary or assignee may, at any time, by instrument in writing, appoint a successor or successors to the Trustee named herein or acting hereunder, which instrument, executed and acknowledged by beneficiary, and recorded in the Office of the County Recorder of the County or Counties wherein said property is situated, shall be conclusive proof of the proper substitution of such successor or trustee, who shall bear all the estate, powers, duties and trusts to the parties vested in or conferred on the original Trustee. If there be more than one Trustee, either may act alone and execute the Trusts upon the request of the Beneficiary and his acts shall be deemed to be the acts of all Trustees, and the credit in any conveyance executed by such sole trustee of such request shall be conclusive evidence thereof, and of the authority of such sole trustee to act.
14. This Deed of Trust applies to, relates to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.
15. Trustee accepts these Trusts when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.
16. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural, and the term Beneficiary shall include any future holder, including pledgee, of the note secured hereby.
17. Where not inconsistent with the above the following covenants, No. 1, 2 (\$ 10,000.00); 3; 4 (10%); 5; 6; 7 (20.0%); 8; of NBG 197,000 are hereby adopted and made a part of this Deed of Trust.

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

Dated _____

To Frontier Title Company, Trustee

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; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the name.

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.