

Lincoln County

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 23rd day of APRIL, 1982, between

EDWARD W. MALOY AND CATHY T. MALOY, HUSBAND AND WIFE, herein called TRUSTOR,
 whose address is STAR RT. BOX 46, HIKO, NEVADA 89017 (number and street) (city) (name) (state)

Frontier Title Company, a Nevada corporation and NEVADA BANK & TRUST COMPANY herein called TRUSTEE,

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 certain real property situate in the County of Lincoln, State of Nevada, more particularly described as follows:
 A parcel of land situate in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 11, T. 4 S., R. 60 E., M.D.B. & M., described as follows: Beginning at the Northeast corner of said SW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 11; thence running West along the 1/16 Section line a distance of 400 feet; thence South 36° 35' W. a distance of 590.76 feet; thence E. a distance of 736 feet to the 1/16 section line; thence N. a distance of 495 feet to the place of beginning. EXCEPTING THEREFROM all the oil and gas in and under said land reserved by the U.S.A. in patent recorded 8-9-65 in Book M-1, Page 440, Real Estate Records, Lincoln County, Nevada.

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 \$14,920.33 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 Assigned 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	47187	67	163
Churchill	104122	34 mgs.	591	Lander	41172	3	758	Ormsby	72657	19	182
Douglas	24495	22	418	Lincoln	41293	8 mgs.	667	Perkins	57488	28	38
Ely	14831	43	343	Washoe	487205			Storey	28573	8 mgs.	112
Esmeralda	26291	24 deeds (138-161)		Lyon	88486	21 mgs.	449	White Pine	128126	261	241-244
Eureka	39402	3	283	Mineral	76648	16 mgs.	534-537				

(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 \$14,920.33 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 APRIL 23, 1982 before me, the undersigned, a Notary Public in and for said County and State, personally appeared EDWARD W. MALOY & CATHY T. MALOY

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)
 Signature: *Robert B. Bingham*
 ROBERT B. BINGHAM
 Name (Typed or Printed)
 Notary Public in and for said County and State

Signature of Trustor

EDWARD W. MALOY

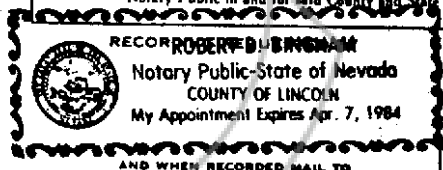
CATHY T. MALOY

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



Name _____
 Street Address _____
 City & State _____

No. 75576
 FILED AND RECORDED AT REQUEST OF
 FRONTIER TITLE
 MAY 13, 1982
 AT 25 MINUTES PAST 4 O'CLOCK
 P.M. IN BOOK 50 OF OFFICIAL
 RECORDS, PAGE 347 LINCOLN
 COUNTY, NEVADA

Karen Henderson
 COUNTY RECORDER

Lincoln County

The following is a copy of provisions (1) to (14) inclusive, of the deed of trust, recorded in such 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 herein.

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, 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 thereon, not to commit or permit any act to be done in or upon said property in violation of law, to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely and proper manner, which, from the character or use of said property, may be reasonably necessary, the specific enumerations herein not excluding the general.
2. The Grantor agrees to pay and discharge all costs, fees and expenses of these Trusts, including cost of evidence of title and Trustee's fees in connection with sale, whether completed or not, which amounts shall become due upon delivery to Trustee of Declaration of Default and Demand for sale, as hereinafter provided.
3. The amount collected under any fire insurance policy shall be applied, first, to accrued interest, next to expenses hereunder, and any remainder upon the principal, and interest shall thereupon come upon the amount so credited upon principal, provided, however, that at the option of the Beneficiary, the entire amount collected under the policy or any part thereof may be released to the Grantor, without liability upon the Trustee for such release.
4. The Grantor promises and agrees that if, during the existence of the Trust there be commenced or pending any suit or action affecting said unmortgaged premises, or any part thereof, or the title thereto, or if any adverse claim for or against said premises, or any part thereof, be made or asserted, he will appear in and defend any such suit or proceeding 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 release such moneys 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 verify any party hereto of any pending sale hereunder or of action or proceedings of any kind in which Grantor, 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 or herein provided for failure to pay.
8. Trustee may, at any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the notes secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby as the effect of this Deed of Trust upon the remainder of said property, recover any part of said property, contract in writing to the making of any map or plan thereof, join in granting any easement thereon, or join in any extension agreement or subordination agreement in connection herewith.
9. Upon receipt of written request from Beneficiary reciting 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 fee, the Trustee shall reconvey without warranty the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantor 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.
(a) Should default be made by Grantor 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 election 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 expenses secured hereby.
10. After three months shall have elapsed following expiration of any such notice of default, Trustee shall sell said property at such time and at such place in the State of Nevada as the Trustee, in its sole discretion, shall deem best to accomplish the object of these Trusts, having first given notice of such sale as then required by law. Place of sale may be either in the county in which the property to be sold, or any part thereof, is situated, or in an office of the Trustee located in the State of Nevada.
(a) The Grantor, Fidei and Mortgagee of the personal property herein pledged and/or mortgaged waives any and all other demands or notices or conditions precedent to sale of such personally.
(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 as fixed, Trustee may sell the property as advertised or any part thereof, either as a whole or in separate parcels at its sole discretion, at public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale, and shall deliver to each purchaser a deed conveying the property as sold, but without warranty, express or implied. Grantor hereby agrees to surrender, immediately and without demand, possession of said property to such purchaser.
11. 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 evidence of title 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.
12. The Beneficiary or assign may, at any time, by instrument in writing, appoint a successor or successors to the Trustee named herein in acting hereunder, which instrument, executed and acknowledged by beneficiary, and recorded in the Office of the County Recorder of the County in Nevada wherein said property is situated, shall be conclusive proof of the proper substitution of such successor or trustees, who shall hereafter act as the estate, powers, duties and trusts in the premises vested in or conferred on the original Trustee. If there be more than one Trustee, either may act alone and execute the Trust upon the receipt of the Beneficiary and his acts shall be deemed to be the acts of all Trustees, and the receipt in any conveyance executed by each sale trustee of such request shall be conclusive evidence thereof, and of the authority of such sale Trustee to act.
13. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.
14. Trustee accepts these trusts when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.
15. In this Deed of Trust, whenever the content 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 pledgees, of the note secured hereby.
16. Where not inconsistent with the above the following covenants, No. 1, 2, 3, 4 (10%), 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100 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.

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; 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 same.

MAIL RECONVEYANCE TO:
Frontier Title Company, Trustee
Frontier Title Company, Trustee
Frontier Title Company, Trustee

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.