

Lincoln County

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this tenth day of January, 1983, between Franklin Ernst and Katherine Ernst, husband and wife, herein called TRUSTOR, whose address is P.O. Box 166, Panaca, Nevada 89042 (number and street) (city) (state) (zone) herein called TRUSTEE, Frontier Title Company, a Nevada corporation and Nevada Bank & Trust Company 210 Front Street, 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 Lincoln County, Nevada, described as: All of Lot Four (4) in Block 39 in the Town of Panaca, County of Lincoln, State of Nevada.

EXCEPTING THEREFROM the following parcel of land:

BEGINNING at the Southwest corner of said Lot 4 and running thence North along the West line of said Lot 4 a distance of 100 feet; thence at right angles East a distance of 87 feet; thence at right angles South a distance of 100 feet to the North line of "C" Street; thence West along the North line of "C" Street, a distance of 87 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 herein.

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 \$ 18,897.74 executed by Trustor in favor of Beneficiary or order. 3. Payment of each additional sum 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 of 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
Clerk	412987			Humboldt	116986	2	63	Nye	47187	67	163
Churchill	164122	34 mgs.	591	Lander	41172	3	736	Ormsby	72637	19	102
Douglas	24495	22	415	Lincoln	41292	0 mgs.	467	Pardoe	37486	38	88
Elko	14831	43	343	Washoe	487308			Spray	28578	8 mgs.	112
Esmeralda	24591	284 mgs.	126-141	Lyon	89486	31 mgs.	449	White Pine	126136	241	241-244
Garfield	27682	2	263	Mineral	76648	14 mgs.	234-637				

(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 \$ 25,000.00 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 } ss.
COUNTY OF Lincoln
On January 10, 1983 before me, the under-

signed, a Notary Public in and for said County and State, personally appeared Franklin Ernst and Katherine Ernst husband and wife

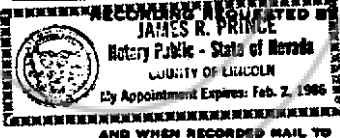
known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

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

Signature of Trustor Franklin Ernst
Katherine Ernst

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

Title Order No. LV-208906-BB
Escrow or Loan No. _____
SPACE BELOW THIS LINE FOR RECORDER'S USE



No. 7095
FILED AND RECORDED AT REQUEST OF TITLE INS. & TRUST CO.
JAN 20 1983
AT 5 MINUTES PAST 1 O'CLOCK
P. M. IN BOOK 53 OF OFFICIAL
RECORDS, PAGE 353 LINCOLN
COUNTY, NEVADA.
Quinn Schaefer
COUNTY RECORDER

Name _____
Street Address _____
City & State _____
Nevada Bank & Trust
Post Office Box 428
Caliente, Nevada 89008

Lincoln County

The following is a copy of provisions (1) to (16) inclusive, of the deed of trust, recorded to each county in Nevada, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust 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 regarding any alterations or improvements to be made thereon; not to commit or permit any waste thereon; not to commit either 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 off 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 credited first, to accrued interest, next to expenditures 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 conveyed 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 matter proceeding to effect the security and will pay all costs and damages arising herefrom of such action.
5. Any award of damages in connection with any condemnation for public use or injury to any property or any part thereof is hereby assigned and shall be paid to Beneficiary, who may apply or receive such moneys received by him in the same manner and with the same effect as herein provided for disposition of proceeds of foreclosure.
6. Trustee shall be under no obligation to notify 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 as herein provided for failure to do so.
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 effecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said property, recover any part of said property; amount in writing to the making of any map or plan thereof; late in granting any amended thereon; or late in any extension agreement or substitution 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 notes to Trustee for cancellation and return and upon payment of its fees, the Trustee shall recover without warranty the property then sold hereunder. The recitals in such conveyance of any nature of fact shall be conclusive proof of the truth thereof. The Grantor in such conveyances may be described in general terms as "the person or persons lawfully 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 expenditures secured hereby.
10. After three months shall have elapsed following recording 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 objects 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 at an office of the Trustee located in the State of Nevada.
 - (a) The Grantor, Plaintiff and Mortgagee of the personal property herein pledged and/or mortgaged unless any and all other demands or notices as 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 at the time previously appointed.
 - (c) At the time of sale so fixed, Trustee may sell the property 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 such purchaser a deed conveying the property so sold, but without warranty or guarantee, 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; and then unpaid, 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 lawfully entitled thereto.
12. The Beneficiary or assigns 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 trustees, who shall have all the 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 Trusts 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 such sole trustee of such requests shall be conclusive evidence thereof, and of the authority of such sole trustee to act.
13. This Deed of Trust applies to, binds to the benefit of, and binds all parties hereto, their heirs, together, devisees, administrators, executors, assignees 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, wherever 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 partners, of the note secured hereby.
16. Where not inconsistent with the above the following amounts, to-wit: 1. \$ 25,000.00; 2. 4 (4%)%; 3. 6.7 (20.0%)%; 4. of \$100,000 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.

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:

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.