

Lincoln County

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 7th day of February 1983, between JAMES E. WILKIN AND SALLY H. WILKIN, Husband & Wife,

whose address is P. O. Box 411, Pioche, Nevada 89043, herein called TRUSTOR.

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 Pioche Lincoln County, Nevada, described as:

Lots Seventeen (17), Eighteen (18) and Nineteen (19) in Block Forty-one (41) in the Town of Pioche, County of Lincoln, State of 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 \$ 75,400.00.

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.:

Table with 4 columns: COUNTY, DOCUMENT No., BOOK, PAGE. Lists various counties and document details.

(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 \$ 76,000.00 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, COUNTY OF Lincoln, On February 7, 1983 before me, the undersigned, a Notary Public in and for said County and State, personally appeared James E. Wilkin and Sally H. Wilkin

Signature of Trustor James E. Wilkin, Sally H. Wilkin

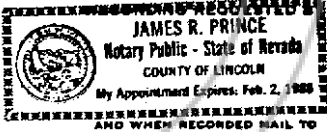
known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal. (Seal) Signature of James R. Prince, 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. LV-209337 B6 Escrow or Loan No.

SPACE BELOW THIS LINE FOR RECORDER'S USE



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

No. 77359 FILED AND RECORDED AT REQUEST OF TICOR TITLE INS. MARCH 28, 1983 AT 30 MINUTES PAST 2 O'CLOCK A.M. IN BOOK 54 OF OFFICIAL RECORDS, PAGE 27 LINCOLN COUNTY, NEVADA.

BOOK 54 PAGE 27

Lincoln County

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

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whose address is P. O. Box 411, Pioche, Nevada 89043, herein called TRUSTOR,
(number and street) (city) (state)

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

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

Lots Seventeen (17), Eighteen (18) and Nineteen (19) in Block Forty-one (41) in the Town of Pioche, County of Lincoln, State of 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 \$ 75,400.00, 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
Clerk	412967			Humboldt	116966	3	83	Nye	47187	67	165
Churchill	104133	34 mgs.	591	Lander	41172	3	758	Ormsby	72637	19	102
Douglas	34695	32	410	Lincoln	41997	0 mgs.	467	Perching	57496	30	36
Elko	14831	43	343	Washoe	407205			Storey	28573	8 mgs.	113
Esmeralda	26591	3H mgs.	128-141	Lyon	38484	21 mgs.	469	White Pine	128136	361	341-344
Evans	37402	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 \$ 76,000.00 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, }
COUNTY OF Lincoln } SS.
On February 7, 1983, before me, the undersigned, a Notary Public in and for said County and State, personally appeared James E. Wilkin and Sally H. Wilkin

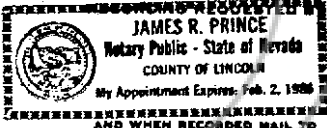
Signature of Trustor
James E. Wilkin
Sally H. Wilkin

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)
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. LV-209337 B6
Escrow or Loan No. _____



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

No. 77359
FILED AND RECORDED AT REQUEST OF
TICOR TITLE INS.
MARCH 28, 1983
AT 30 MINUTES PAST 9 O'CLOCK
A.M. IN BOOK 54 OF OFFICIAL
RECORDS, PAGE 27 LINCOLN
COUNTY, NEVADA.
County Recorder

BOOK 54 PAGE 27

The following is a copy of provisions (1) to (10) inclusive, of the deed of trust, recorded in each county in Nevada, as stated in the foregoing Deed of Trust and incorporated by reference to 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. In property care for and been sold property in good condition and ready; not to construct or demolish any building thereon, or 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 encumber or permit any encumbrance thereon, not to encroach upon or encroach upon to be done to or upon said property in violation of law, to wit: fences, partitions, buildings, fences, roads and/or do any other act or acts, all to a steady and proper manner, which, from the character or use of said property, may be reasonably necessary, the specific encumbrances herein not including the ground.
2. The Grantor agrees to pay and discharge all costs, fees and expenses of these Trusts, including cost of evidence of title and Trustor's fee 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 unpaid interest, next to accumulation hereunder, and any remainder upon the principal, and interest shall thereupon come upon the amount as modified upon interest, 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 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 hereon, or if any adverse claim for or against said premises, or any part thereof, be made or entered, he will appear in and defend any such matter pursuant to affect the security and will pay all costs and expenses arising hereof 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 satisfy any party herein of any pending suit hereunder or of claims or proceedings of any kind in which Grantor, Beneficiary and/or Trustee shall be named as defendant, unless brought by Trustor.
7. Accruals by Beneficiary of any suit 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, or of all other moneys or to declare default as 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 consent 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 or the effect of this Deed of Trust upon the remainder of said property, recover any part of said property, conveyed in writing to the making of any map or plat thereof, sale in granting any easement thereon, or sale in any easement agreement or subordination agreement as presented herewith.
9. Upon receipt of written consent from Beneficiary reciting that all notes secured hereby have been paid and upon surrender of this Deed and said note to Trustee for cancellation and release and upon payment of its fee, the Trustee shall necessary without recovery the property then held hereunder. The recitals in such reconveyance of any nature 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, this Beneficiary may declare all moneys 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 note and all documents evidencing any encumbrances secured hereby.
10. After three months shall have elapsed following declaration 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. Plans 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, Pledgee and Mortgagee of the personal property herein pledged and/or assigned waives any and all other demands or notices on conditions precedent to sale of such personalty.
(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 to Road, Trustee may sell the property as advertised or any part thereof, either as a whole or in separate parcels at the 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 covenant or 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 Trustor's fee in connection with sale; all sums expended under the terms hereof, not this report, 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 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 trustees, who shall have all the estate, power, 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 request of the Beneficiary and his acts shall be deemed to be the acts of all Trustees, and the receipt in any conveyance connected with such sale trustee of such requests 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 herein, their heirs, executors, administrators, successors, assignees and assigns.
14. Trustor accepts these terms 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 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 assignee, of the note secured hereby.
16. Where not inconsistent with the above the following covenants, No. 1, 2 & 3, 4, 5, 6, 7 & 8 of 1982 107 000 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:

Form with lines for address information under '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.