

DEED OF TRUST

THIS DEED OF TRUST, made this 27th day of April 1983, by and between JUDITH A. JOSEPH, as Trustor, and FRONTIER TITLE COMPANY, Ely, Nevada, as Trustee, and CHALMER DAVID JOSEPH, as Beneficiary. (It is distinctly understood that the words "Trustor" and "Beneficiary" and the word "his" referring to the Trustor or Beneficiary, as herein used, are intended to and do include the masculine, feminine and neuter genders and the singular and plural numbers, as indicated by the context.)

WITNESSETH:

That said Trustor hereby grants, conveys and confirms unto said Trustee in trust with power of sale, the following described real property situate in the County of Lincoln, State of Nevada, to-wit:

Lots Twenty-two (22) and Twenty-three (23) in Block Thirty (30) in the Town of Pioche, Lincoln County, Nevada.

No title shall be hereby acquired to any mine of gold, silver, cinnabar or copper, or to any valid mining claims or possession held under existing laws of Congress, as reserved in the Deeds recorded March 16, 1875 in Book M of Deeds, page 565

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title and interest, homestead or other claim or demand, as well in law as in equity, which the Trustor now has or may hereafter acquire, or, in or to the said premises or any part thereof, with the appurtenances.

As additional security, Trustor hereby assigns all rents from such property and gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues, and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues, and profits as they become due and payable.

Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

The entering upon and taking possession of said property, the collection of such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

LAW OFFICES
GARY D. FAIRMAN
A PROFESSIONAL CORPORATION
727 AVENUE G, P. O. BOX 8
ELY, NEVADA 89301
(702) 288-4428

Lincoln County

1 TO HAVE AND TO HOLD the same unto the said Trustee and
2 its successors, upon the trusts hereinafter expressed:

3 As security for the payment of \$165,000⁰⁰
4 in lawful money of the United States
5 of America, with interest thereon in like money and with
6 expenses and counsel fees according to the terms of the
7 Promissory Note or Notes for said sum executed and delivered by
8 the Trustor to the Beneficiary; such additional amounts as may
9 be hereafter loaned by the Beneficiary or his successor to the
10 Trustor or any of them, or any successor in interest of the
11 Trustor, with interest thereon, and any other indebtedness or
12 obligation of the Trustor or any of them, and any present or
13 future demands of any kind or nature which the Beneficiary, or
14 his successor, may have against the Trustor or any of them,
15 whether created directly or acquired by assignment; whether
16 absolute or contingent; whether due or not, or whether otherwise
17 secured or not, or whether existing at the time of the
18 execution of this instrument, or arising thereafter; also as
19 security for the payment and performance of every obligation,
20 covenant, promise or agreement herein or in said note or notes
21 contained.

22 Trustor grants to Beneficiary the right to record notice
23 that this Deed of Trust is security for additional amounts and
24 obligations not specifically mentioned herein but which constitute
25 indebtedness or obligations of the Trustor for which Beneficiary
26 may claim this Deed of Trust as security.

27 AND THIS INDENTURE FURTHER WITNESSETH:

28 FIRST: The Trustor promises and agrees to pay when due
29 all claims for labor performed and materials furnished for any
30 construction, alteration or repair upon the above-described
31 premises; to comply with all laws affecting said property or
32 relating to any alterations or improvements that may be made
thereon; not to commit, suffer or permit any acts upon said
property in violation of any law, covenant, condition or restric-
tion affecting said property.

33 SECOND: The Trustor promises to properly care for and
34 keep the property herein described in first-class condition, order
35 and repair; to care for, protect and repair all buildings and
36 improvements situate thereon; and otherwise to protect and pre-
37 serve the said premises and the improvements thereon and not to
38 commit or permit any waste or deterioration of said buildings and
39 improvements or of said premises. If the above described property
40 is farm land, Trustor agrees to farm, cultivate and irrigate said
41 premises in a proper, approved and husbandmanlike manner.

42 THIRD: The following covenants, Nos. 1, 2 (\$165,000⁰⁰
43 amount of insurance), 3, 4 (interest 10 % per annum), 5, 6, 7
44 (counsel fees 25%) and 8 of N.R.S. 107.030, are hereby adopted
45 and made a part of this Deed of Trust.

46 FOURTH: Beneficiary may, from time to time, as provided
47 by statute, or by a writing, signed and acknowledged by him and
48 recorded in the office of the County Recorder of the County in
49 which said land or such part thereof as is then affected by this
50 Deed of Trust is situated, appoint another Trustee in place and
51 stead of Trustee herein named, and thereupon, the Trustee herein
52 named shall be discharged and Trustee so appointed shall be
substituted as Trustee hereunder with the same effect as if
originally named Trustee herein.

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1 FIFTH: Trustor agrees to pay any deficiency arising
2 from any cause after application of the proceeds of the sale held
3 in accordance with the provisions of the covenants hereinabove
4 adopted by reference.

5 SIXTH: The rights and remedies hereby granted shall not
6 exclude any other rights or remedies granted by law, and all
7 rights and remedies granted hereunder or permitted by law shall be
8 concurrent and cumulative. A violation of any of the covenants
9 herein expressly set forth shall have the same effect as the
10 violation of any covenant herein adopted by reference.

11 SEVENTH: In the event of any tax or assessment on the
12 interest under this Deed of Trust it will be deemed that such
13 taxes or assessments are upon the interest of the Trustor, who
14 agrees to pay such taxes or assessments although the same may be
15 assessed against the Beneficiary or Trustee.

16 EIGHTH: All the provisions of this instrument shall
17 inure to, apply, and bind the legal representatives, successors
18 and assigns of each party hereto respectively.

19 NINTH: In the event of a default in the performance or
20 payment under this Deed of Trust or the security for which this
21 Deed of Trust has been executed, any notice given under Section
22 107.080 N.R.S. shall be given by registered letter to the
23 Trustor(s) at the address herein, _____

24 and such notice shall be binding upon the Trustor(s), Assignee(s),
25 or Grantee(s) from the Trustor(s).

26 TENTH: It is expressly agreed that the trusts created
27 hereby are irrevocable by the Trustor.

28 IN WITNESS WHEREOF, the Trustor has executed these
29 presents the day and year first above written.

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Judith Ann Joseph
JUDITH ANN JOSEPH

STATE OF NEVADA,)
County of Lincoln) ss.

On this 29th day of April, 1983, before me, a
Notary Public, appeared JUDITH ANN JOSEPH, known to me to be the
above instrument.

Judy A. Etchart
Notary Public

No. 77669
FILED AND RECORDED AT REQUEST OF
JUDITH JOSEPH
APRIL - 29, 1983
AT 50 MINUTES PAST 11 O'CLOCK
4 A.M. IN BOOK 54 OF OFFICIAL
RECORDS, PAGE 410 LINCOLN
COUNTY, NEVADA.



Janita S. Jones
COUNTY RECORDER