

Lincoln County

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this eighteenth day of April, 1983, between

Heber J. Barnett and Dora Barnett, Husband and wife and David John Barnett,
a single man, all as joint tenants
whose address is P.O. Box 128, Caliente, Nevada 89008
(number and street)
(city) (state)

Frontier Title Company, a Nevada corporation
and Nevada Bank & Trust Company
210 Front Street, Caliente, Nevada 89008
(name) (state)

Witnesseth: That Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, the
property in Lincoln County, Nevada, described as:

The Southeasterly half of Lot 4, all of Lot 5 and the Northwesterly half of
Lot 8, Denton Heights Addition to the City of Caliente, according to the
official map thereof, filed in the Office of the County Recorder, Lincoln
County, Nevada, on July 28, 1905.

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 nonpayment 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 \$15,000.00 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 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			Lincoln	116706	3	60	Nye	47157	67	140
Churchill	104122	34	map.	Lincoln	41172	3	738	Owyhee	72607	19	140
Douglas	24699	22	415	Washoe	40726	0	map.	Pershing	57466	28	39
Euro	14631	43	343	Lyon	88486	21	map.	Shoshone	36673	8	170
Esmeralda	242791	20	deeds 120-140	Mineral	76648	16	map.	White Pine	126136	364	241-244
Lincoln	29482	2	363								

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof and 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 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 attorney's 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 hereinabove set forth.

STATE OF NEVADA,
COUNTY OF Lincoln
On April 18, 1983

before me, the undersigned, a Notary Public in and for said County and State, personally appeared Heber J. Barnett, Dora Barnett
and David John Barnett

known to me to be the persons 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 Ronald J. Barnett
Ronald J. Barnett
Name (Typed or Printed)
Notary Public in and for said County and State

Signature of Trustee
Heber J. Barnett

Dora Barnett

David John-Barnett

► I execute 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



RECORDING REQUESTED BY
NOTARY PUBLIC
STATE OF NEVADA
County of Lincoln
RONALD J. BARNETT
My Appointment Expires Sept. 1, 1985
AND WHEN RECORDED MAIL TO

NEVADA BANK & TRUST
BOX 428
CALIENTE NEVADA 89008

Recd
Notary
Date
City &
State

No. 77671
FILED AND RECORDED AT REQUEST OF
FRONTIER TITLE CO.
APRIL 29, 1983

AT 1 MINUTES PAST 2 O'CLOCK

P.M. IN BOOK 54 OF OFFICIAL

RECORDS, PAGE 404 LINCOLN

COUNTY, NEVADA.

Jeanne [Signature]
COUNTY RECORDER

BOOK 54 PAGE 484

Lincoln County

The following is a copy of paragraphs (1) to (14) inclusive, of the deed of trust, recorded in each county in Nevada, as copied to the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth in legal script.

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

1. To promptly cure for and keep said property in good condition and repair; not to remove or damage any building thereon, to complete it in a good and workmanlike way, building which may be maintained thereon, and to pay when due all taxes for labor performed and materials furnished therefor to comply with all laws, ordinances and regulations relating to any alterations or improvements to be made thereto, not to commit or permit any waste thereon, not to commit or permit any act to be done to or upon said property in violation of law, its covenants, bridges, fortifications, fences and/or do any other act or acts, all in a timely and proper manner, which shall be the expense of one of said property, may be necessary necessary, the specific covenants herein for protecting the same;
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, collection, completion or not, which amounts shall become due upon delivery to Trustee of Deeds of Deed of Trust and Demand for late, as hereinafter provided;
3. The amount collected under any fire insurance policy shall be credited, first, to insurance company, next to unpaid taxes, boundary and any remainder when the principal, and interest shall thereafter stand upon the amount so credited when paid; provided, however, that at the option of the beneficiary, the entire amount collected under the policies or any part thereof may be retained by the Grantor, without liability over the Trustee for such amounts;
4. The Grantor promises and agrees that if, during the existence of the Trust there be unexecuted or pending any suit or action affecting said covered 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 cause to be filed any such matter pertaining to effect the necessary 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 to herein assigned and shall be paid to beneficiary, who may apply or release 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 to which Grantor, beneficiary and/or Trustee shall be named as defendant, unless brought by Trustee;
7. Acceptance by beneficiary of any sum or 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 so pay;
8. Trustee may, at any time, or from time to time, without liability thereto and without notice, upon written request of beneficiary and cancellation of this Deed of Trust and the same received hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the office of this Deed of Trust upon the remainder of said property, recover any part of said property, amount to willing to the making of any map or plan thereof, take or granting any amendment thereto or join in any extension agreement or otherwise amend agreement in connection therewith;
9. Upon receipt of written request from beneficiary reciting that all sums secured hereby have been paid and upon cancellation of this Deed and valid note to Trustee for cancellation and release and upon payment of its fees, the Trustee shall recover without warranty the property there held hereunder. The results in such repossessions of any amount of funds shall be conclusive proof of the truth thereof. The Grantor in such repossessions 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 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 demand for sale 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 indebtedness secured hereby;
11. 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. Price of sale may be either in the money in which the property is to be sold, or any part thereof, is situated, or at an office of the Trustee located in the State of Nevada.
12. The Grantor, Plaintiff and Assignee of the personal property herein pledged and/or mortgaged, waives any and all other demands or notices or conditions precedent to sale of such property;
13. Trustee may commence suit of, or any party, of said property by public announcement of the time fixed by valid notice of sale, and may thereafter prosecute said suit from time to time by public announcement of the time previously announced;
14. At the time of sale to Trustee, Trustee may sell the property so advertised or any part thereof, either as a whole or in separate parcels of its sole discretion, at public auction, in the highest bidder for cash in lawful money of the United States, parcels or times 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;
15. 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 service of title and Trustee's fees in connection with sale, all sums expended under the terms herein, set forth, with accrued interest at the rate of ten per cent (10%) or twenty, off other sums than accrued hereby, and the remainder, if any, to the person or persons legally entitled thereto;
16. 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 named 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 assets, powers, duties and trusts in the premises vested in or confirmed on the original Trustee. If there be more than one Trustee, either may act alone and execute the Trust upon the request of the beneficiary and his acts shall be deemed to be the acts of all Trustees, and the credit to any subsequent holder of such property shall be conclusive evidence thereof, and all the authority of such acts Trustee to act.
17. This Deed of Trust applies to, leaves to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, contestants and assigns.
18. Trustee records these trusts when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.
19. In this Deed of Trust, whenever the context so requires, the singular gender includes the feminine and/or neuter, and the singular number includes the plural, and the term "beneficiary" shall include any future holder, including platoons, of the note agreed hereby.
20. When not inconsistent with the above the following covenants, No. 1, 2 & 11 \$25,000 12 1/2 % (1955), 6, 6, P 1 20 \$2,500 of 1955 10% \$200 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

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 sum 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 _____

Please 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.