

Lincoln County

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this first day of September 1983, between  
 Merrill D. Edwards, Jr. and Glenna G. Edwards, husband and wife, herein called TRUSTOR,  
 whose address is P.O. Box 117, Panaca, Nevada 89042 (day) (month) (state)  
 Frontier Title Company, a Nevada corporation, herein called TRUSTEE,  
 and NEVADA BANK & TRUST COMPANY, 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:

Lot 27, of Sun Gold Manor, Unit No. 1, in the Town of Panaca, according to the official map thereof, filed in the Office of the County Recorder, Lincoln County, State of Nevada, on September 30, 1952.

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 \$47,000.00, 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 Assignor 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 same 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	412987			Humboldt	116984	3	88	Nye	47187	87	168
Churchill	104132	24	391	Lander	41172	3	788	Ormsby	73687	19	308
Douglas	34498	22	415	Lincoln	41292	6	467	Pershing	57488	28	80
Elko	14831	43	343	Washoe	687285			Storey	38873	2	118
Humboldt	26297	34	136-141	Lyon	88436	21	460	White Pine	126124	261	241-244
Carson	29488	3	283	Mineral	74448	16	524-527				

(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 10, the amount of fire insurance required by covenant 2 shall be \$70,000.00 and with respect to attorney's 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 September 1, 1983 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Merrill D. Edwards, Jr. and Glenna G. Edwards  
Merrill D. Edwards, Jr.  
Glenna G. Edwards

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 Ronald J. Barnett  
Ronald J. Barnett  
 Name (Typed or Printed)  
 Notary Public in and for said County and State

Signature of Trustor  
Merrill D. Edwards, Jr.  
Glenna G. Edwards

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

RECORDING REQUESTED BY  
 NOTARY PUBLIC  
 STATE OF NEVADA  
 County of Lincoln  
 RONALD J. BARNETT  
 My Appointment Expires Sept. 1, 1983  
 AND WHEN RECORDED MAIL TO

No. 78666  
 FILED AND RECORDED AT REQUEST OF  
Equity Title Co.  
September 15, 1983  
 AT 22 MINUTES PAST 2 O'CLOCK  
PM IN BOOK 56 OF OFFICIAL  
 RECORDS, PAGE 694 LINCOLN  
 COUNTY, NEVADA.  
 YURIKO SETZER  
 COUNTY RECORDER  
Yuriko Setzer

Lincoln County

The following is a copy of provisions (1) to (16) inclusive, of the deed of trust, recorded in said county in Nevada, as stated in the foregoing Deed of Trust and intended by reference in said Deed of Trust as being a part thereof or if set forth at length therein.

To Protect the Security of This Deed of Trust, Trustee 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 connected therewith, and to pay when due all claims for labor performed and materials furnished therefor 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 occupy either or permit any part to be done in or upon said property in violation of law, to subvert, irritate, tortious, trespass, prove 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 enumeration herein not excluding the general.
2. The Grantor agrees to pay and discharge all taxes, fees and expenses of these Trusts, including cost of notices of title and Trustee's fees in connection with sale, whether completed or not, which amounts shall become due upon delivery to Trustee of Satisfaction of Defunct and Demand for sale, as hereinafter provided.
3. The amount collected under any fire insurance policy shall be applied, first, to unpaid 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 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 encumbrances or pending any suit or claim affecting said conveyed premises, or any part thereof, or if any adverse claim for or against said premises, or any part thereof, be made or asserted, he will cause to be paid and defend any such matter pertaining to effect the security and will pay all costs and damages arising herefrom of such matter.
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 hereto 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 Trustee.
7. Accruals 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 receive prompt payment, when due, of all other sums so secured or to declare default in herein provided for failure to so 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 or the effect of this Deed of Trust upon the remainder of said property, remove any part of said property, subject in writing to the making of any map or plat thereof, into its entirety any amount thereon or into 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 note to Trustee for cancellation and receipt and upon payment of its fee, the Trustee shall reconvey without warranty the property then held hereunder, the subject in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Deed in such reconveyance may be described in general terms as "the grant or grants legally entitled thereto," and Trustee is authorized to make 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 demand in case 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 encumbrances secured hereby.
10. After three months shall have elapsed following recording of any such notice of default, Trustee shall sell said property of each item and at each place in the State of Nevada in 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 waive any and all other defaults or notices as conditions precedent to sale of such property.
(b) Trustee may purchase sale of all, or any portion, of said property by public announcement at the time fixed by said notice of sale, and may thereafter resell same sold sale from time to time by public announcement at the time previously mentioned.
(c) At the time of sale as fixed, Trustee may sell the property so advertised or any part thereof, either as a whole or in separate parcels in 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 so sold, but without warranty 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 notices of title and Trustee's fee in connection with sale, all sums expended under the terms hereof, not less than, 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, recorded 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 of Lincoln wherein said property is situated, shall be conclusive proof of the proper substitution of such successor or trustees, who shall have all the rights, 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 sale shall be deemed to be the sale of all Trusts, and the receipt by any co-trustee executed by such sale trustee of such receipts shall be conclusive evidence thereof, and of the authority of such sale trustee to act.
13. This Deed of Trust recites to, herein to the benefit of, and binds all parties hereto, their heirs, legal heirs, 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 context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural, and the first Beneficiary shall include any future holder, including assignees, of the note secured hereby.
16. Where not inconsistent with the above the following covenants, No. 1, 2, 15 1; 4; 6 (10%) to 6 & 7 1 This is of NRS 107.080 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 MAIL RECONVEYANCE TO and 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.