

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS  
(Note not out out)

THIS DEED OF TRUST, made this 15th day of June, A.D. 1983, between Berean Baptist Church, a Nevada corporation

\_\_\_\_\_ herein called TRUSTOR,  
whose address is \_\_\_\_\_

LAWYERS TITLE OF LAS VEGAS, INC.  
a Nevada corporation, herein called TRUSTEE, and  
Home Mission Board of the Southern Baptist Convention, a Georgia corporation

\_\_\_\_\_ 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:

Legal description attached per exhibit "a" and by this reference made a part hereof.

TOGETHER WITH ALL APPURTENANCES in which Trustor has any interest, including water rights benefitting said realty, represented by shares of a company or otherwise; and,

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 (1) Promissory Note of even date herewith, and any extension or renewal thereof, in the principal sum of Twenty Thousand and no/100 Dollars (\$\*\*20,000.00\*\*), 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 assigns by Beneficiary with interest thereon.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution of this Deed of Trust, that provisions numbered (1) to (16) inclusive of the Master Form Deed of Trust, recorded on the 1st day of November, A.D. 1967, in Book 832 as Document No. 668675, \_\_\_\_\_, of the Official Records in the Office of the County Recorder of Clark County, Nevada, and recorded on March 23, 1972 as Document No. 32065, Book 156, page 130 in the Office of the Nye County Recorder, Nye County, Nevada are each and all hereby incorporated herein by reference 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 \$ \_\_\_\_\_ and with respect to attorneys' fees provided for by covenant 7 the percentage shall be \_\_\_\_\_ %.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notices of Sale hereunder be mailed to him at his address hereinbefore set forth.

Berean Baptist Church

by: Harley Ripley  
Harley Ripley

by: Jim Gunn  
Jim Gunn

by: Clarence Smith  
Clarence Smith

by: Alvin Fry N/A

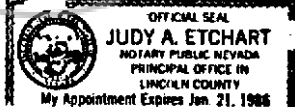
STATE OF Nevada  
COUNTY OF Lincoln

On this 7th day of February, A.D. 1983, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_

Harley Ripley  
Jim Gunn  
Clarence Smith

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

Judy A. Etchart  
NOTARY PUBLIC in and for said County and State.



ORDER NO. 104279-sab

WHEN RECORDED MAIL TO: Home Mission Board  
1350 Sprin Street, NW, Atlanta, Georgia 30367

RECORDER: DO NOT RECORD

The following are the trusts and agreements referred to and incorporated by reference in the foregoing deed of trust

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 requiring any alterations or improvements to be made thereon; not to convert or permit any uses thereon, not to convert, suffer or permit any act to be done in or upon said property in violation of law; to cultivate, irrigate, fertilize, harvest, 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 all 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 accrue upon the amount so credited upon principal; provided, however, that at the option of the Beneficiary, the above 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 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 respecting to affect the security and will pay all costs and damages arising because of such action.
5. Any amount 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 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 notify any party hereto of any pending sale hereunder or of action or proceeding 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 so pay.
8. Trustee may, at any time, or from time to time, without liability therefore 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 as the effect of this Deed of Trust upon the remainder of said property, cause in writing to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or subordination 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 retention and upon payment of its fees, the Trustee shall recover without warranty the property then held hereunder. The recitals in such conveyance of any matter of fact shall be conclusive proof of the truth thereof. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto," and Trustee is authorized to retain in the 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 covenant 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 exercising any expenditure secured hereby.
- (b) Should default be made by Beneficiary in payment of any indebtedness secured hereby and/or in performance of any covenant 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 exercising any expenditure secured hereby.
10. After three (3) months shall have elapsed following recording of any such notice of default, Trustee shall sell said property of 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, Pledgor and Mortgagor of the personal property herein pledged and/or mortgaged waives any and all other demands or notices as conditions precedent to sale of such personalty.
- (b) Trustee may postpone sale of all, or any portion, of said property by public announcement or 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 as fixed, Trustee may sell the property as 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 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 Trustee's fee in connection with sale; all sums expended under the terms hereof, not then repaid, 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 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 he or she shall be deemed to be the one of all Trustees, and the recital in any conveyance executed by such sale Trustee of such recitals 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 hereto, their heirs, legatees, 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 term Beneficiary shall include any future holder, including pledgees, of the note secured hereby.
16. Where not inconsistent with the above, the following covenants, No. 1, 7 (S. \_\_\_\_\_), 3, 4 (10%), 5, 6, 7 (\_\_\_\_\_%), 8, and 9, as amended as date of recording of this Deed of Trust, of NIS 107-000, are hereby adopted and made a part of this Deed of Trust.

RECORDER: DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid

To LAWYERS TITLE OF LAS VEGAS, INC., Trustee:

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness 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 said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated \_\_\_\_\_, 19\_\_\_\_

Reason issued \_\_\_\_\_ by \_\_\_\_\_

Delivered to \_\_\_\_\_

Mail Reconveyance to \_\_\_\_\_

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.



Lawyers Title OF LAS VEGAS

P. O. BOX 1987 • 322 SOUTH THIRD STREET • LAS VEGAS, NEVADA

Lincoln County

EXHIBIT "A"

Situate in the County of Lincoln, State of Nevada, described as follows:

The following described property situate in Section 15, Township 1 North, Range 67 East, M.D.B.&M., in Lincoln County, Nevada, to-wit:

BEGINNING at the Southeast corner of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of said Section 15, Township 1 North Range 67 East;  
THENCE North 89°58' West a distance of 331.92 feet to the TRUE POINT OF BEGINNING;  
THENCE continuing North 89°58' West, a distance of 332.95 feet;  
THENCE North 0°20' East, a distance of 841.44 feet to the South right of way line of U. S. Highway 93;  
THENCE South 64°22'04" East, along the South right of way line of U. S. Highway 93 a distance of 368.55 feet;  
THENCE South 0°22' West, a distance of 682.48 feet to the TRUE POINT OF BEGINNING.

This parcel of land being designated as Parcel No. 2 on the Parcel Map of a portion of the Southwest Quarter (SW 1/4) of Section 15, Township 1 North, Range 67 East, M.D.B.&M., which parcel map was recorded in the Office of the County Recorder of Lincoln County, Nevada at Page 200 of Plats.

79715

FILED AND RECORDED AT REQUEST OF  
Frontier Title Co.

March 19, 1984

AT 10 MINUTES PAST 3 O'CLOCK

DANN LOCK 59 OF OFFICIAL

RECORDS, PAGE 246 LINCOLN

COUNTY, NEVADA

*James A. Setzer*  
COUNTY RECORDER