

Lincoln County

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this fifth day of April, 1984, between Joe Ballow and Bertha Ballow, Husband and Wife

whose address is P.O. Box 453 Valdez, Alaska 99686
(number and street) (city) (state)

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

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

All that certain real property situate in the County of Lincoln, State of Nevada, more particularly described as follows: Being that portion of the E $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 8, Township 4 South, Range 67 East, M.D.B. & M., situate in the City of Caliente, Nevada, described as follows: Beginning at the center of Section 8, thence North along the East line of said NW $\frac{1}{4}$, 596.40 feet; thence West at right angles to said East line, 514.50 feet, to the true point of beginning; thence North parallel with said East line, 54.04 feet; thence West at right angles 121.00 feet; thence South 54.04 feet along a line parallel with and distant East, 24.50 feet, measured at right angles from the West line of said E $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$; thence East at right angles to said parallel line, 121.00 feet to the true point of beginning. (Description continued, See Affidavit)

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 \$9000.00 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 Assigned 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 acts 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			Humboldt	116986	3	83	Nye	47157	67	163
Churchill	104123	24 mgs.	391	Lander	41172	3	758	Ormsby	72437	19	102
Douglas	24495	22	415	Lincoln	41292	6 mgs.	467	Parshing	57488	28	56
Elko	14831	43	343	Washoe	407205			Storey	28573	8 mgs.	112
Esmeralda	26291	2M deeds	128-141	Lyon	28484	31 mgs.	409	White Pine	128124	261	241-244
Eureka	39602	3	283	Mineral	76445	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 \$9000.00 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.

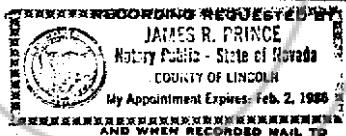
STATE OF NEVADA, }
COUNTY OF Lincoln } ss.
On April 2, 1984 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Joe Ballow
Bertha Ballow

Signature of Trustor
Joe Ballow
Joe Ballow
Bertha Ballow
Bertha Ballow

knows 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) James R. Prince
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. _____
Escrow or Loan No. _____
SPACE BELOW THIS LINE FOR RECORDER'S USE



Name _____
Street Address _____
City & State _____

The following is a copy of provisions 11) to 16) inclusive, of the deed of trust, recorded in each county in Nevada, as stated in the foregoing Deed of Trust and assigned by reference to said Deed of Trust as being a part thereof as if set forth in full hereon.

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

- 1. To properly care for and keep said property in good condition and repair...
2. The Grantor agrees to pay and discharge all costs, fees and expenses of these Trusts...
3. The amount collected under any fire insurance policy shall be credited...
4. The Grantor promises and agrees that if, during the existence of the Trust...
5. Any award of damages in connection with any condemnation for public use...
6. Trustee shall be under no obligation to notify any party hereto...
7. Acceptance by Beneficiary of any sum in payment of any indebtedness...
8. Trustor may, at any time, or from time to time, without liability...
9. Upon receipt of written request from Beneficiary...
(a) Should default be made by Grantor in payment of any indebtedness...
10. After three months shall have elapsed following recording of any such notice...
(a) The Grantor, Fiduciary and Mortgagee of the personal property...
(b) Trustee may postpone sale of all, or any portion, of said property...
(c) At the time of sale as fixed, Trustee may sell the property...
11. Trustor shall apply the proceeds of any such sale to payment of...
12. The Beneficiary or assigns may, at any time, by instrument in writing...
13. This Deed of Trust applies to, inure to the benefit of, and binds all parties hereto...
14. Trustee accepts these trusts when this Deed of Trust, duly presented...
15. In this Deed of Trust, whenever the context so requires, the masculine gender...
16. Where not inconsistent with the above the following covenants, No. 1, 2 & 3; 4 (10%); 5 & 6; 7; 8; 9; 10; 11; 12; 13; 14; 15; 16; 17; 18 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 and name of the party to whom the deed is reconveyed.

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.

Lincoln County

Addendum to Deed of Trust executed by Joe Ballow and Bertha Ballow
on April 5, 1984.

EXCEPTING THEREFROM all minerals and mineral rights of every kind
and character, including, but not limited to, oil and gas, as
reserved by Los Angeles and Salt Lake Railroad Company, by deed
recorded November 18, 1965, in Book M-1, Page 483, Real Estate
Deed Records, Lincoln County, Nevada.

79803

No. _____
FILED AND RECORDED AT REQUEST OF
Frontier Title Co.
April 11, 1984
AT 45 MINUTES PAST 2 O'CLOCK
P.M. IN BOOK 59 OF OFFICIAL
RECORDS, PAGE 384 LINCOLN
COUNTY, NEVADA.

Frank S. Schaefer
COUNTY RECORDER