

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 (number and street) Valdez (city) Alaska 99686 (state), herein called TRUSTOR, and 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 E½E½NW¼ 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 NW¼, 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 E½E½NW¼; thence East at right angles to said parallel line, 121.00 feet to the true point of beginning. (Description continued, See Addendum)

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 Agents 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 accrued 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	104122	24 mgs.	391	Lander	41172	3	758	Owyhee	72437	19	102
Douglas	24495	22	415	Lincoln	41292	6 mgs.	467	Pershing	57438	28	56
Eagle	14831	43	343	Wasco	407205			Shoshone	28572	8 mgs.	112
Esmeralda	26291	24 mgs.	128-141	Lyon	88686	31 mgs.	449	White Pine	128124	261	241-246
Eureka	39605	3	283	Mineral	76648	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 attorneys' 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 under-  
signed, a Notary Public in and for said County and State, personally  
appeared Joe Ballow  
Bertha Ballow

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 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

RECORDED BY  
JAMES R. PRINCE  
Notary Public - State of Nevada  
COUNTY OF LINCOLN  
My Appointment Expires Feb. 2, 1988  
RECORDED AND WHEN RECORDED MAIL TO

Phone  
Street Address  
City & State

Lincoln County

The following is a copy of provisions 11 to 167 inclusive, of the deed of trust, recorded in each county in Nevada, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth in full thereto.

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

1. To properly care for and keep said property in good condition and ready 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 therefor; to comply with all laws, ordinances and regulations relating any alterations or improvements to be made thereto; not to commit or permit any waste thereof; not to commit unfair or unfair acts or do any damage to or upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely and proper manner, which, in the character or use of said property, may be reasonably necessary, the specific circumstances herein not exceeding the general.
2. The Grantor agrees to pay and discharge all costs, fees and expenses of this Trust, 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 Defeasance 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 escheatments hereunder; and any remainder upon the principal, and interest shall therupon be used to credit upon principal, provided, however, that at the option of the beneficiaries, the entire amount collected under the policies or any part thereof may be retained by the Grantor, without liability upon the Trustee for such release.
4. The Grantor promises and agrees that he, during the existence of the Trust, shall be compensated or paid for any sale or action affecting valid conveyances, or any part thereof, or the like trustee, or if any adverse claim for or against said properties, or any part thereof, be made or asserted, he will answer to and defend any suit, neither consenting to effect the service, nor 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 is hereby assigned and shall be paid to beneficiary, who may apply or retain such money as received by him in the same manner and with the same effect as funds provided for disbursement 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 to require prompt payment, when due, of all other sums so incurred or to declare default on herein provided for failure so to 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 shown hereby or the effect of assignment hereof, recover any part of said property, named in writing to the making of any map or plan thereby, relating to granting any easement hereof; or join in any extension agreement or subordination agreement in connection therewith.
9. Upon receipt of written request from Beneficiary certifying that all sums accrued 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 results in such reconveyance of any property shall be conclusive proof of the truth thereof. The Grantor in such reconveyance may be described in general terms as "the person or persons legally entitled thereto," and Trustee is authorized to name this Deed of Trust and note.
10. Should default be made by Grantor in payment of any indebtedness accrued hereby and/or to performance of any agreement herein, then Beneficiary may demand all sums accrued hereby immediately due by delivery to Trustee of a written declaration of default and demand for sale, and of written notice of default and direction to cause 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 unpaid principal accrued 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. 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, Pledgee 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 of the time fixed by valid 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 is fixed, Trustee may sell the property so advertised as any part thereof, either as a whole or in separate parcels of its own description, 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 convey, immediately and without demand, possession of said property to such purchaser.
12. 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 affidavit of title and Trustee's fee in connection with sale; all sums expended under the terms hereof, but then unpaid, with accrued interest at the rate of ten per cent (10%) per annum; all other sums then accrued hereby; and the remainder, if any, to the party or parties legally entitled thereto.
13. 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, 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 assigns, 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 Trust upon the request of the Beneficiary and his acts shall be deemed to be the acts of all Trustees, and the receipt in any conveyance executed by such sole trustee of such request shall be conclusive evidence thereof, and of the authority of such sole Trustee to act.
14. This Deed of Trust applies to, binds to the benefit of, and binds all parties herein, their heirs, legatees, devisees, administrators, executors, successors and assigns.
15. Trustee accepts these trusts when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.
16. 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.
17. Where not inconsistent with the above the following covenants, No. 1 to 2 (\$ 1: 3; 4 (10%); & 6 2 1) \$ 615.00 are hereby added 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.*

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. Setzer*  
COUNTY RECORDER

BOOK 59 PAGE 386