

DEED OF TRUST

THIS DEED OF TRUST, made this 11th day of October, 1984, by and between DWIGHT STROUD, a single person, as Trustor, and FRONTIER TITLE COMPANY, as Trustee, and PAUL CHRISTIAN, as Beneficiary. (It is distinctly understood that the words "Trustor" and "Beneficiary" and the word "his" referring to the Trustor or Beneficiary, as herein used, are intended to and do include the masculine, feminine and neuter genders and the singular and plural numbers, as indicated by the context.)

W I T N E S S E T H:

That said Trustor hereby grants, conveys and confirms unto said Trustee in trust with power of sale, the following described real property situate in the town of Pioche, Lincoln County, State of Nevada, to-wit:

All of Lots One (1) and Two (2), in Block Ten (10) with all improvements located thereon.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title and interest, homestead or other claim or demand, as well in law as in equity, which the Trustor now has or may hereafter acquire, or, in or to the said premises or any part thereof, with the appurtenances.

As additional security, Trustor hereby assigns all rents from such property and gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues, and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues, and profits as they become due and payable.

Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

The entering upon and taking possession of said property, the collection of such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

TO HAVE AND TO HOLD the same unto the said Trustee and its successors, upon the trusts hereinafter expressed:

As security for the payment of Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) in lawful money of the United States of America, with interest thereon in like money and with

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1 expenses and counsel fees according to the terms of the
2 Promissory Note or Notes for said sum executed and delivered by
3 the Trustor to the Beneficiary; such additional amounts as may be
4 hereafter loaned by the Beneficiary or his successor to the
5 Trustor or any of them, or any successor in interest of the
6 Trustor, with interest thereon, and any other indebtedness or
7 obligation of the Trustor or any of them, and any present or
8 future demands of any kind or nature which the Beneficiary, or
9 his successor, may have against the Trustor or any of them,
10 whether created directly or acquired by assignment; whether
11 absolute or contingent; whether due or not, or whether otherwise
12 secured or not, or whether existing at the time of the execution
13 of this instrument, or arising thereafter; also as security for
14 the payment and performance of every obligation, covenant,
15 promise or agreement herein or in said note or notes contained.

16 Trustor grants to Beneficiary the right to record notice
17 that this Deed of Trust is security for additional amounts and
18 obligations not specifically mentioned herein but which constitute
19 indebtedness or obligations of the Trustor for which Beneficiary
20 may claim this Deed of Trust as security.

21 AND THIS INDENTURE FURTHER WITNESSETH:

22 FIRST: The Trustor promises and agrees to pay when due
23 all claims for labor performed and materials furnished for any
24 construction, alteration or repair upon the above-described
25 premises; to comply with all laws affecting said property or
26 relating to any alterations or improvements that may be made
27 thereon; not to commit, suffer or permit any acts upon said
28 property in violation of any law, covenant, condition or restric-
29 tion affecting said property.

30 SECOND: The Trustor promises to properly care for and
31 keep the property herein described in first-class condition, order
32 and repair; to care for, protect and repair all buildings and
improvements situate thereon; and otherwise to protect and pre-
serve the said premises and the improvements thereon and not to
commit or permit any waste or deterioration of said buildings and
improvements or of said premises. If the above described property
is farm land, Trustor agrees to farm, cultivate and irrigate said
premises in a proper, approved and husbandmanlike manner.

THIRD: The following covenants, Nos. 1, 2 (\$3,750.00
amount of insurance), 3, 4 (interest 10% per annum), 5, 6, 7
(counsel fees 25%) and 8 of N.R.S. 107.030, are hereby adopted
and made a part of this Deed of Trust.

FOURTH: Beneficiary may, from time to time, as provided
by statute, or by a writing, signed and acknowledged by him and
recorded in the office of the County Recorder of the County in
which said land or such part thereof as is then affected by this
Deed of Trust is situated, appoint another Trustee in place and
stead of Trustee herein named, and thereupon, the Trustee herein
named shall be discharged and Trustee so appointed shall be
substituted as Trustee hereunder with the same effect as if
originally named Trustee herein.

FIFTH: Trustor agrees to pay any deficiency arising
from any cause after application of the proceeds of the sale held
in accordance with the provisions of the covenants hereinabove
adopted by reference.

1 SIXTH: The rights and remedies hereby granted shall not
2 exclude any other rights or remedies granted by law, and all
3 rights and remedies granted hereunder or permitted by law shall be
4 concurrent and cumulative. A violation of any of the covenants
5 herein expressly set forth shall have the same effect as the
6 violation of any covenant herein adopted by reference.

7 SEVENTH: In the event of any tax or assessment on the
8 interest under this Deed of Trust it will be deemed that such
9 taxes or assessments are upon the interest of the Trustor, who
10 agrees to pay such taxes or assessments although the same may be
11 assessed against the Beneficiary or Trustee.

12 EIGHTH: All the provisions of this instrument shall
13 inure to, apply, and bind the legal representatives, successors
14 and assigns of each party hereto respectively.

15 NINTH: In the event of a default in the performance or
16 payment under this Deed of Trust or the security for which this
17 Deed of Trust has been executed, any notice given under Section
18 107.080 N.R.S. shall be given by registered letter to the
19 Trustor(s) at the address herein, DWIGHT STROUD P.O. BOX 8
20 PINON HILLS CALIFORNIA 92372
21 and such notice shall be binding upon the Trustor(s), Assignee(s),
22 or Grantee(s) from the Trustor(s).

23 TENTH: It is expressly agreed that the trusts created
24 hereby are irrevocable by the Trustor.

25 IN WITNESS WHEREOF, the Trustor has executed these
26 presents the day and year first above written.

27 Dwight Stroud
28 DWIGHT STROUD

29 STATE OF CALIFORNIA,)
30 County of San Bernadino.) ss.

31 On this 22ND day of SEPTEMBER, 1984, before me, a
32 Notary Public, appeared DWIGHT STROUD, a single person, known to
me to be the person described in and who acknowledged that he
executed the above instrument.

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31283

FILED AND RECORDED AT REQUEST OF
Frontier Title Co.

Oct. 12, 1984

AT 15 MINUTES PAST 12 O'CLOCK

P.M. IN BOOK 62 OF OFFICIAL

RECORDS PAGE 288 LINCOLN

COUNTY, NEVADA

Janice [Signature]
NOTARY PUBLIC

[Signature]
Notary Public



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