

DEED OF TRUST

THIS DEED OF TRUST, made thi. 8th day of August, 1985, by and between LINDA LYTTLE COLE, as Trustor, and LOUIS COLE, as Trustee, and LOUIS COLE, 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.)

WITNESSETH:

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 County of Lincoln, State of Nevada, to-wit:

A portion of Lot Numbered Four (4) in what is known as the "Eagle Valley Settlement" and described as follows:

Beginning at a point 250 feet Northwesterly from the Northeast corner of said lot 4, said point being on the North boundary line of said Lot 4, thence continuing Northwesterly along said North boundary line a distance of 300 feet, thence at right angles Southwesterly a distance of approximately 210 feet, more or less to the South boundary line of said Lot 4, and being on the North boundary line of the lane, or County Road, thence running Southeasterly along said South boundary of said Lot 4, a distance of 300 feet, thence at right angles Northeasterly a distance of 241 feet to the place of beginning.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or 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 this Trust, 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,

1 and in such order as Beneficiary may determine.

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

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

9 As security for the payment of Forty Thousand Five
10 Hundred Dollars (\$40,500.00) in lawful money of the United States
11 of America, with interest thereon in like money and with expenses
12 and counsel fees according to the terms of the Promissory Note
13 or Notes for said sum executed and delivered by the Trustor to
14 the Beneficiary; such additional amounts as may be hereafter
15 loaned by the Beneficiary or his successor to the Trustor or
16 any of them, of any successor in interest of the Trustor, with
17 interest thereon, and any other indebtedness or obligation of
18 the Trustor or any of them, and any present or future demands
19 of any kind or nature which the Beneficiary, or his successor,
20 may have against the Trustor or any of them, whether created
21 directly or acquired by assignment; whether absolute or contingent;
22 whether existing at the time of the execution of this instrument,
23 or arising thereafter; also as security for the payment and
24 performance of every obligation, covenant, promise or agreement
25 herein or in said note or notes contained.

26 Trustor grants to Beneficiary the right to record
27 notice that this Deed of Trust is security for additional amounts
28 and obligations not specifically mentioned herein but which
29 constitute indebtedness or obligations of the Trustor for which
30 Beneficiary may claim this Deed of Trust as security.

31 AND THIS INDENTURE FURTHER WITNESSETH:

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

SECOND: The Trustor promises to properly care for
and keep the property herein described in first-class condition,
order and repair; to care for, protect and repair all buildings
and improvements situate thereon; and otherwise to protect and
preserve 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, numbers 2, 3, 5,
6, and 8 of Nevada Revised Statutes 107.030, are hereby adopted
and made a part of this Deed of Trust, except that the amounts
agreed on by the parties to this instrument with respect to the
covenant number 2, incorporated by reference, of such trust and
agreement are respectively as follows: Forty Thousand Five Hundred

DAN L. PAPEZ
ATTORNEY AT LAW
P. O. BOX 488
LY. NEVADA 89301
(702) 289-8884

Lincoln County

1 Dollars (\$40,500.00). Such provisions so incorporated shall
2 have the same force and effect as though specifically set forth
3 and incorporated verbatim in this Deed of Trust. In the event
4 of conflict between the provisions on the face of this Deed of
5 Trust and the covenants adopted by reference, the covenants on
6 the face of this Deed of Trust shall control.

7
8 FOURTH: Beneficiary may, from time to time, as provided
9 by statute, or by a writing, signed and acknowledged by him and
10 recorded in the office of the County Recorder of the County in
11 which said land or such part thereof as is then affected by this
12 Deed of Trust is situated, appoint another Trustee in place and
13 named shall be discharged and Trustee so appointed shall be
14 substituted as Trustee hereunder with the same effect as if
15 originally named Trustee herein.

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

20 SIXTH: The rights and remedies hereby granted shall
21 not exclude any other rights or remedies granted by law, and
22 all rights and remedies granted hereunder or permitted by law
23 shall be concurrent and cumulative. A violation of any of the
24 covenants herein expressly set forth shall have the same effect
25 as the violation of any covenant herein adopted by reference.

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

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

34 NINTH: In the event of a default in the performance
35 or payment under this Deed of Trust or the security for which
36 this Deed of Trust has been executed, any notice given under
37 Section 107.080 N.R.S. shall be given by registered letter to
38 the Trustor(s) at the address herein, Box 280 SR67 Rock, Nev.

39 and such notice shall be binding upon the Trustor(s), Assignee(s),
40 or Grantee(s) from the Trustor(s).

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

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

45
46 *Linda Lytle Cole*
47 LINDA LYTTLE COLE

48 STATE OF NEVADA,)
49)
50) ss.
51 County of Lincoln.)

52 On this 8 day of AUGUST, 1985, personally
53 appeared before me, a Notary Public, in and for said County and

JAN L. PAPEZ
ATTORNEY AT LAW
P. O. BOX 888
LINCOLN, NEVADA 89301
(702) 269-8884

1 State, LINDA LYTTLE COLE, known to me to be the person described
2 in and who executed the foregoing instrument, who acknowledged
3 to me that she executed the same freely and voluntarily and for
4 the uses and purposes therein mentioned.

5 IN WITNESS WHEREOF, I have hereunto set my hand and
6 affixed my official seal the day and year last above written.

Mara L. Condie
NOTARY PUBLIC



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COPIED

No. 83129
FILED AND RECORDED AT REQUEST OF
Louis Cole
August 9, 1985
AT 30 MINUTES PAST 4 O'CLOCK
P.M. IN BOOK 66 OF OFFICIAL
RECORDS, PAGE 571 LINCOLN
COUNTY, NEVADA.

Heidi Netzer
COUNTY RECORDER

JAN L. PAPEZ
ATTORNEY AT LAW
P. O. BOX 480
LY. NEVADA 89301
(702) 261-8884

- 4th and last -

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