

Lincoln County

RECORDING REQUESTED BY

When Recorded Mail to
Nevada National Bank

P.O. Box 329

Ely, NV 89301

83345

MADE AND RECORDED AT REQUEST OF

Frontier Title Co.

August 29, 1985

AT 40 MINUTES PAST 3 O'CLOCK

LINCOLN COUNTY, NEVADA RECORDS

County Recorder

Space Above this Line for Recorder's Use

DEED OF TRUST & ASSIGNMENT OF RENTS

THIS DEED OF TRUST, Made this 1st day of July, 1985 between

Harold D. Charlton and Dorothy L. Charlton as Trustees under Trust dated January 6, 1985

whose address is 192 Ryan Street Caliente, Nevada

hereby TRUSTOR, NEBACO, Inc., a Nevada corporation, herein called TRUSTEE, and NEVADA NATIONAL BANK, Ely, Nevada, a National Association, organized and existing under and by virtue of the laws of the State of Nevada, herein called BENEFICIARY. (It is distinctly understood that the word "Trustor" and the words "he", "his" or "him" referring to the Trustor, 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 Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with power of sale, that property in Lincoln County, Nevada, described as:

A portion of lot 3 in Block 47 of the North Side Addition to the City of Caliente, Nevada and bounded and described as follows, to-wit:

The Western 194.48 feet of lot 3 in Block 47 of said North Side Addition described as follows:

Beginning at the Northwest corner of said lot 3 in said Block 47 and running thence East along the North boundary of said lot 3 a distance of 194.31 feet, thence at right angles South, a distance of 164.43 feet to the dividing line between said lot 3 and lot 2, thence west along said dividing line 194.48 feet, thence North along the western boundary of said lot 3 a distance of 165.43 feet to the place of beginning.

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, royalties and payments arising or accruing by reason of any oil, gas or mineral lease thereof, and installments of money payable pursuant to any agreement for sale of said property or any part thereof, SUBJECT, HOWEVER, to the right, power, and authority given to and conferred upon Beneficiary by paragraph (13) of the provisions incorporated herein by reference to collect and apply such rents, issues, profits, royalties, payments and installments of money as they become due and payable. It is specifically understood and agreed, without affecting the generality of the foregoing, that all gas, electric, heating, cooling, cooking, air-conditioning, refrigeration and plumbing appliances and equipment, which are now in or which may hereafter be attached to, or built-in in any building or improvement now or hereafter on said real property, shall be deemed fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned.

FOR THE PURPOSE OF SECURING: 1. Payment of the sum of \$ 12,500.00 with interest thereon, according to the terms of a promissory note or notes of even date herewith, made by Trustor, payable to the order of the Beneficiary, and extensions or renewals thereof. 2. Payment of such additional sums with interest thereon as may hereafter be borrowed from the Beneficiary by the then record owner or owners of said property when evidenced by another Promissory note or notes. 3. Payment, with interest thereon, of any other present or future indebtedness or obligation of the Trustor (or of any successor in interest of the Trustor to said property) to the Beneficiary, whether created directly or acquired by assignment, whether absolute or contingent, whether due or not, whether otherwise secured or not or whether existing at the time of execution of this Deed of Trust, or arising thereafter, when evidenced by promissory notes stating that said notes are secured hereby. 4. Performance of each agreement of Trustor herein contained.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the note or notes secured hereby, that he will observe and perform all provisions; that the note and other obligations therein referred to shall be deemed to mean the obligations secured by this Deed of Trust; that the property herein referred to shall be deemed to mean the property affected by this Deed of Trust; that the terms "Trustor", "Beneficiary", and "Trustee", as used therein shall be deemed to mean the Trustor, Beneficiary, and Trustee, respectively, under this Deed of Trust; and Trustor acknowledges that he has read the copy of said provision (1) to (17), inclusive, set forth on the reverse and understands the same.

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

On this 16th day of July, 1985.

personally appeared before me, a Notary Public, Harold D. Charlton and Dorothy L. Charlton who acknowledged

SIGNATURE OF TRUSTOR

Harold D. Charlton
Harold D. Charlton

Dorothy L. Charlton
Dorothy L. Charlton

that he executed the above instrument.

Dorothy M. Curo
NOTARY PUBLIC



