

## Lincoln County

RECORDING REQUESTED BY

When Recorded Mail to  
**Nevada National Bank**

P.O. Box 329

Ely, NV 89301

**83566**FILED AND RECORDED AT REQUEST OF  
**Dominick Belingheri**

October 10, 1985

AT 10 MINUTES PAST 12 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 3rd day of October, 1985, between

BEREAN BAPTIST CHURCH, a Nevada non-profit corporation

whose address is Main St.  
Romeo Street

Pioche

NV

herein called TRUSTOR, NEBACO, Inc., a Nevada corporation, herein called TRUSTEE, and NEVADA NATIONAL BANK Ely Branch a National banking 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:

Lot 21, in Block 30, Town of Pioche, according to the Official Map thereof, filed in the Office of the County Recorder, Lincoln County, Nevada.

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 thereon, 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 \$ 30,000.00 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 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.

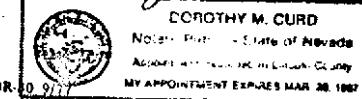
The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

STATE OF NEVADA

COUNTY OF Lincoln

On this 4th day of October, 1985,  
personally appeared before me, a Notary Public, Clarence Smith,  
Holley L. Riley, James A. Gandy who acknowledged  
that he executed the above instrument.

Dorothy M. Curd  
NOTARY PUBLIC



SIGNATURE OF TRUSTOR

Berean Baptist Church

By: Clarence SmithHolley L. RileyJames A. Gandy

Trustee

BOOK 67 PAGE 518

F-002-10-078

## Lincoln County

**TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES**

(2) To provide and maintain in force at all times, fire and other types of insurance as may be required, each in an amount satisfactory to, and with Loss Payable to said Beneficiary. Said insurance Policies shall be in form and content, and for such term, and in such corporations as may be satisfactory to the Beneficiary and Agent.

Finally, and shall be delivered to and remain in possession of Beneficiary as further security for the faithful performance of their trusts, and shall be held by Trustee at least 60 (60) days prior to the expiration of any such insurance policy; a policy or policies covering or extending such existing insurance shall be delivered to and held by Trustee for the benefit of Beneficiary, and shall be held by Trustee until Beneficiary has specifically requested the same to be delivered to Beneficiary to obtain and receive insurance in the event any insurance premium due thereon is not paid by Beneficiary to the trustee, but Beneficiary shall be under no obligation to do so, and the obtaining of any such insurance and the payment of the premium therefor shall be at the expense of Beneficiary, but shall not release Trustee from any obligation hereunder. Neither Trustees nor Beneficiary shall be responsible for such insurance or for the collection of any insurance money, or for any insolvency of any agency of insurance underwriter. Any and all unexpired insurance shall revert to the benefit of, and pass to the personal

Beneficiary may determine, at option of Beneficiary the entire amount so collected or any part thereof may be retained by Trustee. Such application or release shall not entitle us to any default or notice of beneficiary hereunder if invalidates any act done pursuant to such notice.

(3) Should Trustor sell, convey, transfer, dispose of or further encumber said property, or any part thereof, or any interest therein, or agree so to do, without consent of Beneficiary being first obtained, then Beneficiary shall have the right of its action in decline all such transfers, bonds, forthwith due and payable.

and costs, if any, by beneficiary being first obtained, then Beneficiary shall have the right at its option to declare all sums secured hereby forthwith due and payable, and in such event, trustee shall not be deemed to be in a waiver of the right to require such timely or successive contributions. If this Deed of Trust or any other security instrument or agreement made by or between the parties hereto, shall be declared invalid, illegal or unenforceable, the parties hereto shall nevertheless be entitled to the maximum amount of damages recoverable under applicable law, notwithstanding any provision to the contrary contained in any such instrument or agreement. If trustee agrees to pay the amount due in respect of such penalty, fee or sum of money or payment of any sum demanded pursuant to such provision, if any, or if any undischarged liability shall be paid prior to the date that the same is stated in this Deed, even if notwithstanding Plaintiff shall have defaulted in payment thereof, or in performance of any agreement hereunder, and Beneficiary, by reason thereof, shall have declared all sums secured hereby immediately due and payable.

Beneficiary may, at his/her Trustee's reasonable fee, but not exceeding such amount as may from time to time be authorized by law, for furnishing any statement or notice relating to the Dred or the beneficiaries hereby named, including, but not limited to, notice showing the information specified in Chapter 107, New Jersey Statutes, 107:0-80 and 107:0-90. Beneficiary may also charge Trustee a reasonable fee for any other acts or services rendered. Trustee or his/her agent, connected with this Dred, or the loan secured hereby, including without limiting the generality of the foregoing, the attorney to an action brought by a defendant for full or partial recovery of any sum due, or otherwise entitled to payment by Trustee, shall be entitled to receive his/her attorney's fees and costs of suit, and to show a new owner of any property, replacing an existing policy of fire insurance or other casualty insurance, held by Beneficiary hereunder, with names and policy numbers, immediately, shall be secured hereby and Trustee agrees to pay the same together with interest from the date of such charge at the rate specified in and under immediate and without demand.

(4) To appear in and defend any action of proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees if a reasonable sum, in any such action or proceeding, and in any action of proceeding at law or otherwise affecting the security hereof, including, but not limited to any condominium proceeding in which Beneficiary or Trustee may appear or be named and where such proceeding is brought by or on behalf of the condominium corporation.

(3) To pay at least ten (10) days before delinquency all taxes and assessments affecting any property, including assessments on agricultural water users; when due, all incurmbers, charges and liens, with interest on the property or any part thereof, which appear to be prior or superior hereto, all costs, fees and expenses of the Trustee.

ARTICLE FIVE: To make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustee and without releasing Trustee from any obligation hereof, may: make or do the same in such manner and to such extent as may then seem necessary to protect the interests herein.

either may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to spend property for such purposes, appear in and defend any action proceeding purporting to affect the security hereof or the rights and powers of Beneficiary or Trustee, pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers pay necessary expenses, employ counsel and pay his reasonable fees.

(6) To pay immediately and without demand all sums so expended by Beneficiary or Trustee with interest from date of expenditure at the rate specified in and note.

(7) To insure the payment of taxes and assessments, which are now or hereafter may be a lien upon the property described at least ten (10) days before the payment thereof as provided for in paragraph (3) hereabove, and to pay such premiums upon policies of insurance which may be required by the Beneficiary in payment of taxes and assessments, and to pay to the trustee agreed to pay the Beneficiary, in addition to any other payments required hereinunder, an installment of the taxes and special assessments levied or to be levied upon the property described in paragraph (3) hereabove, and to pay to the trustee agreed to pay to the trustee the amount due and payable to repossess the remittance on the premises covered hereby and required by the Beneficiary. Trustee agreeing to deliver promptly to Beneficiary all bills and notices thereto. Such installments shall be equal to the estimated premium or premiums for such insurance and taxes and assessments next due (as estimated by Beneficiary) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date such premium or premiums and taxes and assessments will become delinquent. If the amounts paid to the Beneficiary under the provisions of this paragraph are insufficient to discharge the obligation of the Trustee to pay such premium or premiums, taxes and assessments as the same become due, Trustee shall pay to Beneficiary upon its demand such additional sums as it may require to discharge Trustee's obligation to pay premium or premiums, taxes and assessments. At the option of the Beneficiary, the amounts paid to Beneficiary under the terms of this paragraph shall be held by Beneficiary in trust to pay such premium or premiums, taxes and assessments until the same become delinquent, or to be paid to the trustee agreed to pay to the trustee the amount due and owing under the terms of the note secured hereby, and upon payment by the Beneficiary of taxes, assessments and insurance premiums, the amounts so paid shall be charged to the principal sum upon the note secured hereby. If the Trustee shall fail to make the installments required for so long as necessary, such failure shall count as a default in payment of the note.

(8) In the event of default in the payment of any of the money to be paid under the terms of the Note secured hereby or this Deed of Trust or in the performance of any of the covenants and obligations of this Deed of Trust than any funds in the possession of the Beneficiary under the provisions of paragraph (7) may at the option of the Beneficiary be applied to the payment of principal and/or interest upon the obligation accrued hereby in law of being applied to any of the above items.

(9) Any award of damages in connection with any condemnation for public use or injury to said property or any part thereof is hereby assigned and shall be paid to Benji Fultz who may apply or release such amounts received by him at the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(13) By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due or of all other sums to accrued or to declare default for failure as to any.

(14) At any time on or after Due Date is to him, without liability thereto and without notice, upon written request of Beneficiary and presentation of this Deed and said Note, for adjustment, and without charge, the principal balance of sum secured for payment of the regular interest due up to such date.

and Note for enforcement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustees may, at any part of said property, consent to the making of any map or plat thereof, join in granting any easement or join in any extension agreement or agreement authorizing the let or charge hereof.

(12) Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of the original of this Deed and add Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the persons

or persons legally entitled thereto. Five years after issuance of such full recyclability, Trustee may destroy and Holoceka and its successors shall operate as a re-assignment of the assets, issues and profits herein assigned to De Beaufort.

(13) At the time of sale or transfer of the assets, issues and profits of Trustee to another, or at any time thereafter, Trustee shall collect the rents, rates, profits, royalties and payment of fees for the sale of and property, or arriving or arriving by reason of any gas, oil, mineral lease thereof, and all amounts of money payable pursuant to any agreement for the sale of and property, or arriving or arriving by reason of any gas, oil, mineral lease thereof, and all amounts

payment of any indebtedness secured thereby or performance of any agreement hereunder, to collect and retain such rents, moneys, profits, royalties, payments and other amounts of money, as the same become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a process server appointed by it, enter and take possession of any property for the indebtedness hereby secured, enter and take possession of said property or any interest in it, in his own name and for his own account, and sue for other debts, moneys, royalties, payment and installments of money, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, to the payment of all sums due under this Agreement, indebtedness and, in such order as Beneficiary may determine. If Beneficiary should take possession of and property, he/she/it may do so in all or any part of such property upon such terms as may be reasonable under all the circumstances. The entering upon and taking possession of said property, the collection of such rents, issues, profits, royalties, payments and installments of money, and the application thereof as aforesaid, shall not cause nor have any effect or Notice of Default, hereunder, nor invalidate any act done pursuant to such notice, but the application thereof as aforesaid, shall not cause nor have any effect or Notice of Default, hereunder, nor in any manner impede the subsequent enforcement by Beneficiary of the right, power and authority herein conferred upon it. Nothing contained herein, nor the exercise of any right, power or authority herein granted to Beneficiary, shall be construed to be, an affirmation by it of any tenancy, lease or

(14) If a payment in default is made in the prompt payment, when due, of any sum retained hereby, or in the performance of any promise contained herein, or in secured hereby, immediately due and payable, without demand or notice, and the Beneficiary or Trustee shall request in writing to the effect, the Recorder of the county or counties herein and property of any part thereof shall record a Notice of such facts, in its office and elsewhere to cause the said property to be valid to satisfy the indebtedness and obligations set forth herein, as mentioned above, by the laws of the State of North Carolina, reference to the franchises of the state.

State of Nevada, and the time of recording, as provided by the laws of the State of Nevada with reference to the foreclosure of debts or trust. On application of the Plaintiff, and after at least three (3) months shall have elapsed following the recording of said notice of breach or default, the Trustee shall give notice of the time and place of sale in the manner and for a time not less than that required by law for the sale or sales of real property under the United States, marshals, sheriffs, or trustees, or for public auction, to the highest bidder for cash or lawful money of

The United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, from time to time thereafter, until postponed, such sale by public announcement at the time fixed by the preceding postponement, and without further notice, unless otherwise provided in this instrument. If the sale is so postponed, Trustee shall deliver to the purchaser, if sold, conveyance of the property so sold, but while any or all postponed, except as otherwise specifically provided in this instrument, or as generally terms, or as conclusively determined by the court, shall be conclusive proof of the institution, character, and value thereof, and such date shall be deemed the date of sale for the effect therein intended. Any person, including the Trustee, Trustee's heirs, executors, administrators, or assigns, who may have possession of, or any interest in, said property, trust, or any part thereof, shall be estopped to deny the validity of any sale held hereunder. In the conduct of any such sale, the Trustee may, as itself, or through any attorney, agent or attorney, in addition to the above-mentioned, and other obligations whatsoever, the Trustee hereby agrees to pay the expenses of sale, sale of the trust, and compensation of the Trustee in an amount equal to one per cent (1%) of the amount so secured hereby, and remaining unpaid, but if no event less than Twenty-five Dollars (\$25.00), and caused him in an amount equal to one per cent (1%) of the amount remaining unpaid and secured hereby, but in no event less than One Hundred Dollars (\$100.00), and also such sums, as, at trustee's or beneficiary's election, shall be paid for preparing an abstract of title, or search of or certificate or report made in the office of the recorder of deeds, or other public office, subsequent to the execution of this instrument, all of which sums shall be accounted by trustee and borne by him, except as otherwise provided in this instrument. The proceeds of any sale held hereunder, or the satisfaction of the sum secured hereby, and all costs and expenses, including attorney's fees, incurred by the Trustee in connection therewith, the proceeds of any sale held hereunder, or the satisfaction of the sum secured hereby, in such order and to such extent as the beneficiary, in his or her entire discretion, may direct. Any surplus in the hands of the Trustee after the payment of all sums secured hereby, shall be paid, in the person or persons, or legally entitled thereto, on the part of such right. Trustee agrees to pay forthwith to herself or to any other person or persons entitled thereto any deficiency remaining after the application of the proceeds of sale to the payment of all sums secured hereby.

15.11. **Beneficiary may, from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein, which instrument, executed and acknowledged by such Trustee and recorded in the office of the recorder of the county or counties where such instrument is recorded, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance, from the Trustee predecessor, succeed to all the rights, powers and duties. Such instrument must contain the name of the original Trustee, without beneficiary, the book and page where such instrument is recorded, and the name of the new Trustee. If notice of default shall have been recorded, this power of substitution cannot be exercised until after the court has made an order upon the record as to the filing of such instrument.**

**Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.**