

Lincoln County

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 18th day of March, 1986, between

BEREAN BAPTIST CHURCH, herein called GRANTOR or TRUSTOR, whose mailing address is P.O. Box 301, Pioche, Nevada 89043

STEWART TITLE OF NEVADA, a Nevada Corporation, herein called TRUSTEE, and HOME MISSION BOARD OF THE SOUTHERN BAPTIST CONVENTION, a religious non-profit corporation, herein called BENEFICIARY.

WITNESSETH: THAT WHEREAS Trustor has borrowed and received from Beneficiary in lawful money of the United States the sum of THIRTY THOUSAND AND NO/100 (\$30,000.00) DOLLARS

and has agreed to repay the same, with interest, to Beneficiary in lawful money of the United States according to the terms of a promissory note of even date herewith, executed and delivered therefor by Trustor;

NOW, THEREFORE for the purpose of securing each agreement of the Trustor herein contained including payment of the said promissory note and of any money with interest thereon that may be advanced by or otherwise become due to Trustee or Beneficiary under the provisions hereof and for the purpose of securing payment of such additional sums as may be hereafter advanced for the account of Trustor by Beneficiary with interest thereon, Trustor irrevocably GRANTS AND TRANSFERS TO TRUSTEE, IN TRUST WITH POWER OF SALE, all that property in Lincoln County, Nevada, described as:

Lots Three (3) and Four (4) in Block "B" of the WEST END ADDITION to the City of Caliente, Nevada.

SEE ATTACHED EXHIBIT "A" FOR SPECIAL COVENANT INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF.

Note secured by this Deed of Trust payable at TOGETHER WITH all appurtenances in which Trustor has any interest, including water rights benefiting said realty whether represented by shares of a company or otherwise; and

TRUSTOR ALSO ASSIGNS to Beneficiary all rents, issues, and profits of said realty, 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.

TO HAVE AND TO HOLD SAID PROPERTY UPON AND SUBJECT TO THE TRUSTS AND AGREEMENTS HEREIN set forth to-wit:

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (17) inclusive of the Deed of Trust, recorded in Book 730, as Document No. 586593, of Official Records in the Office of the County Recorder of Clark County.

(WHICH PROVISIONS 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 17, the amount of fire insurance required by covenant 2 shall be \$ 116,640.00 and with respect to attorney's fees provided for by covenant 7 the percentage shall be 1 %.

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.

BEREAN BAPTIST CHURCH

By: CLO McQuiston, Trustee

By:

By: JIM GUNN, Trustee

By: CLARENCE F. SMITH, Trustee

COUNTY OF Lincoln

On March 18, 1986

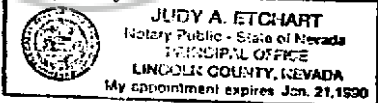
before me, the undersigned, a Notary Public in and for said County and State, personally appeared

Jim Gunn, Clarence F. Smith, Clo McQuiston

known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

JUDY A. ETCHART, Notary Public in and for Said County and State



ESCROW NO. } ORDER NO. }

WHEN RECORDED MAIL TO: Home Mission Board of the Southern Baptist Convention, 1350 Spring Street Northwest, Atlanta, Georgia 30367

No. 84769

FILED AND RECORDED AT REQUEST OF Dominick Belingheri

March 31, 1986

AT 55 MINUTES PAST 9 O'CLOCK A.M. IN BOOK 70 OF OFFICIAL

RECORDS, PAGE 155 LINCOLN COUNTY, NEVADA

YURIKO SETZER

COUNTY RECORDER BOOK

Make Correct Deputy 70 PAGE 155

EXHIBIT "A"

SPECIAL COVENANT

CHURCH BINDS ITSELF AND COVENANTS WITH THE HOME MISSION BOARD THAT A PART OF THE CONSIDERATION CAUSING THE HOME MISSION BOARD TO MAKE THIS LOAN IS THE FACT THAT CHURCH IS NOW IN HARMONY WITH AND AFFILIATING WITH THE SOUTHERN BAPTIST CONVENTION, THE LOCAL SOUTHERN BAPTIST ASSOCIATION AND THE LOCAL STATE CONVENTION OF SOUTHERN BAPTIST CHURCHES. THE TERMS "HARMONY WITH AND AFFILIATING WITH" SHALL BE INTERPRETED IN SUCH MANNER THAT THE MESSENGERS OF THE CHURCH WILL BE RECOGNIZED AND GIVEN FULL VOTING PRIVILEGES AT THE ANNUAL MEETINGS OF SAID ASSOCIATION, STATE CONVENTION OR THE SOUTHERN BAPTIST CONVENTION. SHOULD CHURCH'S MESSENGERS BE DENIED SUCH RECOGNITION AND VOTING PRIVILEGES BY THE SOUTHERN BAPTIST CONVENTION OR IN CASE THE ORGANIC EXISTENCE OF CHURCH SHALL CEASE, OR IN CASE ITS HOUSE OF WORSHIP OR THE LAND UPON WHICH IT IS SITUATED, AND ANY ADDITIONAL PROPERTY DESCRIBED IN THE MORTGAGE, SECURITY DEED, OR TRUST DEED SECURING THE NOTE, BE ABANDONED OR SHALL CEASE TO BE USED AS A HOUSE OR PLACE OF BAPTIST WORSHIP AS ABOVE SET FORTH; OR IN CASE SAME SHALL BE SOLD BY CHURCH OR BY LEGAL PROCESS OR OTHERWISE, WITHOUT THE WRITTEN CONSENT OF THE HOME MISSION BOARD, THEN IN EACH AND EVERY SUCH CASE AND EVENT THE HOME MISSION BOARD SHALL HAVE THE RIGHT TO ACCELERATE THE MATURITY OF THE DEBT BY DECLARING THE ENTIRE DEBT TO BE IN DEFAULT AND IMMEDIATELY DUE AND PAYABLE AND EXERCISE SUCH OTHER OPTIONS AS PROVIDED IN THE EVENT OF DEFAULT, AS SET FORTH IN THE MORTGAGE, SECURITY DEED, OR TRUST DEED SECURING THIS NOTE.

SHOULD CHURCH DECIDE TO SELL OR CONVEY IN ANY MANNER, IN WHOLE OR IN PART, THE PROPERTY SECURING THE LOAN, THE HOME MISSION BOARD COUNSEL SHOULD BE SOUGHT PRIOR TO THE PROPERTY BE CONVEYED OR OFFERED FOR SALE. SHOULD THE HOME MISSION BOARD DEEM THAT SUCH PROPERTY BE PRESERVED AS A SOUTHERN BAPTIST ENTITY, CHURCH AGREES THAT THE HOME MISSION BOARD BE GIVEN FIRST OPPORTUNITY TO PURCHASE, REPINANCE TO ANOTHER SOUTHERN BAPTIST BODY, OR HANDLE THE TRANSACTION IN ANY OTHER WAY THE HOME MISSION BOARD SEES BEST. IN THE EVENT THE PROPERTY IS SOLD TO A NON-SOUTHERN BAPTIST ENTITY AND CHURCH REALIZES PROFITS OVER AND ABOVE ITS ORIGINAL INVESTMENT, CHURCH AGREES TO REIMBURSE THE HOME MISSION BOARD FOR ANY CONTRIBUTIONS THE HOME MISSION BOARD MADE TO THE PROPERTY THROUGH INTEREST FREE LOANS, INSURANCE, TAXES, EASEMENTS, MORATORIUMS, INTEREST SUBSIDY, OR ANY OTHER UNREIMBURSED EXPENSES OR CONTRIBUTIONS PAID BY THE HOME MISSION BOARD.