

DEED OF TRUST

THIS DEED OF TRUST, made this 27th day of May, 1986, by and between DAVID M. THOMAS, JR., and KRISTIN THOMAS, husband and wife, as Trustor, and FRONTIER TITLE COMPANY, as Trustee, and DAVID S. SMALLWOOD and MARGUERITE SMALLWOOD, husband and wife, 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:

Lot Thirty Seven (37) in Alamo Subdivision, Tract No. 1, Lincoln County, Nevada.

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 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.

In the event all or any part of the property secured by the Deed of Trust of even date herewith be sold, conveyed, transferred, or exchanged, then the note secured hereby shall become immediately due and payable at the option of the holder of said note.

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

3 As security for the payment of Twenty Two Thousand Eight
4 Hundred Twenty Two Dollars and Thirty Four Cents (\$22,822.34) in
5 lawful money of the United States of America, with interest
6 thereon in like money and with expenses and counsel fees according
7 to the terms of the Promissory Note or Notes for said sum executed
8 and delivered by the Trustor to the Beneficiary; such additional
9 amounts as may be hereafter loaned by the Beneficiary or his
10 successor to the Trustor or any of them, or any successor in
11 interest of the Trustor, with interest thereon, and any other
12 indebtedness or obligation of the Trustor or any of them, and any
13 present or future demands of any kind or nature which the
14 Beneficiary, or his successor, may have against the Trustor or any
15 of them, whether created directly or acquired by assignment;
16 whether absolute or contingent; whether due or not, or whether
17 otherwise secured or not, or whether existing at the time of the
18 execution of this instrument, or arising thereafter; also as
19 security for the payment and performance of every obligation,
20 covenant, promise or agreement herein or in said note or notes
21 contained.

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

27 AND THIS INDENTURE FURTHER WITNESSETH:

28 FIRST: The Trustor promises and agrees to pay when due
29 all claims for labor performed and materials furnished for any
30 construction, alteration or repair upon the above-described
31 premises; to comply with all laws affecting said property or
32 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 restric-
tion affecting said property.

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

42 THIRD: The following covenants, Nos. 1, 2 (\$22,822.34
43 amount of insurance), 3, 4 (interest 10% per annum), 5, 6, 7
44 (counsel fees 15%) and 8 of N.R.S. 107.030, are hereby adopted and
45 made a part of this Deed of Trust.

46 FOURTH: Beneficiary may, from time to time, as provided
47 by statute, or by a writing, signed and acknowledged by him and
48 recorded in the office of the County Recorder of the County in
49 which said land or such part thereof as is then affected by this
50 Deed of Trust is situated, appoint another Trustee in place and
51 stead of Trustee herein named, and thereupon, the Trustee herein
52 named shall be discharged and Trustee so appointed shall be

1 substituted as Trustee hereunder with the same effect as if
2 originally named Trustee herein.

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

7 SIXTH: The rights and remedies hereby granted shall not
8 exclude any other rights or remedies granted by law, and all
9 rights and remedies granted hereunder or permitted by law shall be
10 concurrent and cumulative. A violation of any of the covenants
11 herein expressly set forth shall have the same effect as the
12 violation of any covenant herein adopted by reference.

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

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

21 NINTH: In the event of a default in the performance or
22 payment under this Deed of Trust or the security for which this
23 Deed of Trust has been executed, any notice given under Section
24 107.080 N.R.S. shall be given by registered letter to the
25 Trustor(s) at the address herein, PO Box 188, Alamo, Nev. 89001
26 and such notice shall be binding upon the Trustor(s), Assignee(s),
27 or Grantee(s) from the Trustor(s).

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

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

32 *David M. Thomas, Jr.*
DAVID M. THOMAS, JR.
Kristin H. Thomas
KRISTIN H. THOMAS

33 STATE OF NEVADA,)
34) : ss.
35 County of Lincoln.)

36 On this 27th day of May, 1986, before me, a
37 Notary Public, appeared DAVID M. THOMAS, JR., and KRISTIN H.
38 THOMAS, husband and wife, known to me to be the persons described
39 in and who acknowledged that they executed the above instrument.

40 No. 85070
41 FILED AND RECORDED AT REQUEST OF
42 Nevada Bank & Trust
43 June 2, 1986
44 AT 50 MINUTES PAST 1 O'CLOCK
45 PM IN BOOK 70 OF OFFICIAL
46 RECORDS, PAGE 640 LINCOLN
47 COUNTY, NEVADA.

48 *G. Perry Wilson*
49 **G. PERRY WILSON**
50 Notary Public - State of Nevada
51 COUNTY OF LINCOLN
52 My Appointment Expires: July 29, 1987

53 YURIKO SETZER
54 *Yuriko Setzer* COUNTY CLERK

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