

Lincoln County

DEED OF TRUST

THIS DEED OF TRUST made and entered into this day of October, A.D. 1986, between John Randal Allan and Venice M. Allan, husband and wife as grantors, and Rollin Kim Lee and Linda Diane Lee, husband and wife as trustees, and Rollin Kim Lee and Linda Diane Lee, husband and wife as beneficiaries.

WITNESSETH: That the grantors, for good and sufficient consideration the receipt of whic is hereby acknowledged, hereby convey and warrants unto the trustees and to their successors in trust for the purpose of securing performance of the covenants and agreements herein contained, that certain real property more particular described as follows:

All of not numbered Forty-eight (48) in Sun Gold Manor Unit NO. 1, a subdivision in the town of Panaca, Nevada, together with the dwelling house situate thereon and all improvements therein.

TO HAVE AND TO HOLD the same unto the trustees as herein provided.

WHEREAS, grantors are justly indebed to the Beneficiaries upon that certain promissory note executed of even date herewith. Said promissory note is attached hereto and designated as Exhibit "A".

THE GRANTORS COVENANTS AND AGREES AS FOLLOWS:

- 1. To pay said indebtedness and the interest thereon as herein and in said contract provided or according to any agreement extending time of payment, also any other indebtedness due from Grantors to Beneficiaries as herein provided.
2. The following covenants: No's 1,2 (insurance value) 3, 4, (10%) 5, 6 (default shall be waived if cured within 90 days of breach), 7 (10%) 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.
3. Grantors agrees to assume all property taxes outstanding against the property as of October 6, 1986, and agrees to maintain adequate fire and damage insurance, with the pay clause payable to beneficiaries herein, as their interest may be.

IN WITNESS WHEREOF, We have hereunto set out hands the day and year first above written, same being the effective date of this instrument.

John Randal Allan
John Randal Allan

Venice M. Allan
Venice M. Allan

STATE OF NEVADA )
)ss.
COUNTY OF LINCOLN )

On this 7th day of October, A.D. 1986, before me, a Notary Public in and for said county oad state personally appeared John Randal Allan and Venice M. Allan, husband and wife, known to me to be the persons described in and who executed the foregoing insturment, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Notary Public



EXHIBIT "A"

PROMISSORY NOTE

FOR VALUE RECEIVED, We promise to pay to the order of Rollin Kim Lee and Linda Diane Lee, husband and wife, the principal sum of Forty-four Thousand Dollars ( \$44,000.00) with interest thereon from the date hereof until paid at the rate of Nine Percent (9%) per annum, both principal and interest payable only in lawful money of the United States of America.

It is understood and agreed, however, that installments of \$355.00, principal and interest, shall be paid on this note, the first of said installments to be paid on the 25th day of October 1986, and one of said installments to be paid on the 25th day of each month thereof until paid in full. Additional payment may be made at any time on the principal of this note with no interest charged on the payment.

In case default be made in the payment of any of said installments of principal and interest at the times and in the manner afresaid, the such installment or payment, installments or payments, so in default shall be added to and become a part of the principal sum, and from the date when each installment should have been paid until it is paid, it shall bear the same rate of interest as the principal debt, being a part thereof, and at any time during such default, the entire unpaid balance of said principal sum, shall at the option of the holder of this note, and not otherwise, become due and payable, and notice of the exercise of such option is hereby expressly reserved.

If this note be collected by an attorney, either with or without suite, the undersigned agree to .PAY reasonable attorney's fees.

The makers, guarantors, and endorsers hereby severally waive presentment for payment, notice of dishonor, protest and notice of protest, and of nonpayment of this note, and all defenses on the ground of any extension of the time of payment that may be given by the holder to them or any of them; and also agree that further payments of principal or interest in renewal thereof shall not release them as makers, guarantors or endorsers.

A Deed of Trust secures the indebtedness evidenced by this note.

Dated this 7th day of October, A.D. 1986.

No. 85742  
FILED AND RECORDED AT THE OFFICE OF  
John Randall Allen  
Oct. 7, 1986  
AT 1 40 PM  
P. M. H. COST 72 OF OFFICE  
RECORDED PAGE 384 LINCOLN  
COUNTY, NEVADA

*John Randall Allen*  
John Randall Allen

*Venice M. Allen*  
Venice M. Allen

YURIKO SETZER  
COUNTY CLERK  
By *Mrs. Condie*, Deputy