Cew	ORDER NO	6679.Lin	
County		6679.Lin	
TITL	E 00	•	

WHEN RECORDED MAIL TO: BENEFICIARY P.O. Box 511 Alamo, NV 89001

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 16th day of April, 1992 ALAN K. CHAMBERLAIN and YVONNE CHAMBERLAIN, husband and wife as joint between address is P.O. Box 36, Biko, NV 89017 . TRUSTOR, whose (Number and Street) (City) COW COUNTY TITLE CO., a Nevada Corporation, (State) TRUSTEE, and DOUGLAS MILLER and VICTORIA W. MILLER, husband and wife as joint tenants WITNESSTH: That Trustor grants to Trustee in trust, with power of sale, that property in the Town of Hiko . County of Lincoln , State of Nevada described as:

SEE ATTACHED EXHIBIT "B"

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (I) payment of the sum of \$ 15,000.00 interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; and (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above dascribed, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in Subdivision B of Exhibit "A" attached hereto shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B of Exhibit "A" are by the within reference thereto, incorporated berein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount.

The undersigned Trustor requests that a same ıf

sale hereunder be mailed to him at his addre	s above set forth.
STATE OF Y NEVADA	Signature of Trustor
COUNTY OF NYE	
CnApril 20, 1992	- X
personally appeared before me. a Notary	ALAN K. CHAMBERLAIN
Fullic, Alan K. Chamberlain	* young Chamberlain
personally known or proved to me to be	WOONE CHAMBERLAIN
the person whose name is subscribed to	}
the above instrument, who acknowledged that he executed the above	OFFICIAL SEAL C.L. FLAVION-ARNHART
instrument.	NOTARY PUBLICS STATE OF NEWACKA NYE COUNTY, NEVADA My abovamment mp. July 2, 1995
I Flavor aukart	
Viry holls	BOCK 101 PAGE 252

EXHIBIT "A"

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

- A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

 (1) To have said property in good candition and repair, not to remove or demolsh any swilding thereon, to complete or restors promptly and sockmands are manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed materials furnished sheetfor, to comply with all leave effecting said property or requiring any sterations or improvaments to be made thereon, not to commit suffer or permit any act upon said of oroperty in violation of law, to cultivate, impact, prince and deal or sets which from the character or use of said property may be reasonably necessary, the specific snumerations herein not sactualing the general.

 (2) Truster covenants to take all buildings that may now or at any time be on slad property during the continuance of this trust in good repair, insurance specific snumerations herein not sactuations of the struct in good repair, insurance shall repeat the supported by the continuance of the struct in good repair, in suppressed by the with extremeded coverage endorsement, in a company or companie authorized to issue such insurance in the State of Nevade and as it is provided by the security of the security permits and shall be provide to Sensiticary to the amount of the unsatisfied origination to sensitive and of obligations having priority one purposes section agent of Beneficiary and in default thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for a tires of a purposes section or assess a Beneficiary and any action or endocading surporting to affect the security hereof or the rights or sowers of Beneficiary or Trustee.

 (3) To appear in end defend any action or proceeding surporting to affect the security hereof or the rights or sowers of Beneficiary or Trustee.
- (3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Tru-pay all costs and expenses, including cost of evidence of title and accorney's fees in a reasonable sum. In any such ection or proceeding in which Beneficiary to foreclose this Deed of Trust.

Trustee may appear, and in any suit brought by Beneficiary to foraction this Dead of Trust.

(4) To pay at least an days before delinearncy all taxes and assessment sifecting said property, including assessments on appurtancy, water at water rights and grazing privileges; when due, all encumbrances, charges and ilens, with interest, on said property or any part thereof, which appear to be property or better the superior hereto, and all coats, less and expenses of this trust.

Should Trustor fail to make any permant or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do without notice to or demand upon Trustor, and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such as either may deem necessary to protect the security hereof; Beneficiary or Trustee, being authorized to emers upon said property for such purposes, appear any encumbrance, cheepe or lies which in the judgment of either appears to be prior or superior hereo; and, in exercising any such powers, pay necessary expensations of pay his reasonable less.

Est. The assessment and the superior and the second of th

- To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at ten
- (6) At Beneficiary's option, Truttor will pay a "late charge" not exceeding four per cent (4%) of any instalment when paid more than 4 itsen (
 days after the due date thereof to cover the autra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the c
 ceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the antire indebtedness and all proper cotts aspenses secured thereby.

8. IT IS MUTUALLY AGREED:

- (1) That any award of damages in connection with any condomnation for public use of or injury to said property or any part thereof is feel sesigned and shall be paid to Sansiticiary who may apply or release such moneys received by him in the same manner and with the same affect. By about promited deposition of proceeds of fire or other insurance.
- position of proceeds of fire or other insurance.

 (2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require promit 1 payment of all other sums so excured or to occlare default for failure 10 10 pay.
- when our or all other sums so secured or to declare default for failure so to bey.

 13) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary the personal final deed and said note for andersement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby. Eviated machines and property; consent to the making of any map or plat thereof, join in granting any seasment thereon, or join in any extension agreement any agreement subordinating the blen or charge hereof.
- ery agreement subordinating the tien or charge hereof.

 (4) That upon written request of Baneficiary stating that all sums secured hereby have been gold, and upon surrender of this deed and seid north trustee for cancellation and retaining on or other disposition as Trustee in its sole discretion may choose, and upon payment of its feet, trustee shall reconver our warrance. The property their held hereunder. The recitation is not reconveyance of any metrees reach shall be conclusive proof of the trustifulness investigation and the reconveyance of any metrees. The person or persons legally entitled hereon.

 (5) That se additional security, Trustor hereby gives to and content upon Beneficiary the right, power and authority, during the continuance therefore the rents, hause and profits at seld property, reserving unto Trustee right, prior to any default by Trustor in payment of any inspread-secured hereby or in performance of any agreement hereunder, to collect and retain such tents, issues and profits in the thirt trustee, after in person, by agent, or by a receiver to be appointed by a doubt, and without regard to the enfounce any security for the indebtedness hereby secured, enter upon and take possession of tald property or any part thereof, in his own names use for or otherwise tuch rans, rauses, and profits, including those paid due and unpeak, and apply the same, lack contains and content, on the content of such ranse, issues and profits, including those paid and an observation of such ranse, issues and profits and the application thereof as aforesaid, which not cure or weeke any default for notice of default hereunder printing of a such ranse, issues and profits and the application thereof as aforesaid, which not cure or weeke any default or notice of default hereunder printing on such ranse, issues and profits and the application thereof as aforesaid, which is contained any indebtedness secured hereby any disturbed or in conformance of any agreement hereunder in naumann dates and indebtedness.
- (6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement heraunder. Beneficiary declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice of default and of election to cause to be sold said procriments for the secured hereby immediately due and payable by delivery to Trustee of written notice of default and of election to cause to be sold said procriments from the secured hereby.

After the lepse of such time as may then be required by law following the recordation of said notice of default, and notice of sele naving the second selection of said notice of selections, frustee, without demand on Trustor, shall sell said property or any part their street into any part their selections of selections of selections of the time and place fixed by it in self-did notice of sale, either as a whole or in separate parcels, and in such order sell in may determine, at public section to the high bidder for cash in lewful money of the United States, payable at time of sele. Trustee may portoone select all or any portion of said property by oublic another ment at both time and place of sele, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. In the event that eny inordatedness secured hereby shall not have been fully satisfied by said sele. Trustee may give notice of sale of any property not is viously noticed for sale in the manner set forth above.

Trustee shall defined to any purchase its dead committee the accounts.

Trustee shall deliver to any purchaser its deed conveying the property so told, but without any covenant or warranty, express or implied excitation such died of any institutes or facts shall be conclusive proof of the truthfulness thereof, any person, including Trustor, Trustee, or Beneficiary as her ter defined, may purchase as such sale.

- After deducting all costs, fest and expanses of Trustes, including a reasonagle fee for the attorney of Trustee, and of this trust, incl. dingc of tiple in connection with sale, Trustee shall apply the procesds of sale to payment of all sums expended under the terms hereof, not then repaid, a mitteest at ten per cent par annum, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto
- Excrued interest at ten per cent per ennum, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled (haren).

 That Beneficiary, or his essignee, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee ner hereit or acting hereunder, which instrument, executed and ecknowledged and recorded in the office of the recorder of the country or countes where so proper is studied, whell be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee procedures or the country of the person of the configuration. Trustee and Beneficiary hereunder or care to set in still, estate, rights, powers and duties. Sald instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder or and peep where, or document of tile number under which, this Deed of Trust is recorded, and the name and address of the new Trustee if notice of orialize have been or accorded, this power of substitution cannot be exercised until after the costs, less and expenses of the then acting Trustee shall have been or all Trustee, which shall endoes receipt thereof upon such instrument of substitution. The procedure herein provided for substitution of Trustee shall be exclusive of otherwise.

 [8] The Trustee where the costs of the costs of
- Tor substitution, statutory or conservise.

 1. The following covenants: Not. 1, 3, 4, (Interest 10%) 5, 6, 8 and 9 of Newada Revised Statutes 107.030, when not inconsistent with ot provident herein contained, are hereby adopted and made a part of this Deed of Trust.
- (9) The rights and remedies hereby granted shall not exclude any other rights or ramedes granted by law, and ell rights and remedies granted by law shall be concurrent and cumulative. A violation of any of the covanants herein expressly set forth shall have the same effect violation of any covanant herein adopted by reference.
 - (30) It is expressly agreed that the trust created hereby is irrevocable by Trustor.
- That this Deed of Trust applies to, hures to the benefit of, and binds all parties hereto, their heirs, legales, devises, administrators, executives and assigns. The term Beneficiary shall mean the owner and helder, including pledges, of the note secured hereby, whether or not named as Senetic hereby. In this Deed of Trust, whenever the context so requires, the more under includes the femine and/or neuter, and the singular number includes plural.
- (12) That Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law Trule not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary of Trustales shall be a party unless brought by Trustale.
- (13) Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the proxity of the coverants hereinabove adopted by reference.
- The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address here shell

REQUEST FOR FULL RECONVEYANCE

DO NOT RECORD

TO TRUSTEE

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or together with all other indebtedness secured by said. Deed of Trust, have been fully gold and satisfied, and you are hereby requested and directed on new men you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebted are steply ted. Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without werranty, to the parties designated by the term said Deed of Trust, all the estate now held by you under the same.

Deted		 		<u>.</u>	 	-	
	 		. —		 		
Please mail Deed of Trust, Note and Recommyonce to					 	<u> </u>	·
Hotel and mechanisms to	 						

Do not loss or destray this Dend of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before re

Lincoln County

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STATE OF NEVADA))ss. COUNTY OF Nye)	
	nally appeared before me, a Notary Public,
On May 14, 1992 , perso	
YVONNE CHAMBERLAIN	the persons whose names are subscribed to
YVCNNE CHAMBERLAIN	the persons whose names are subscribed to

EXHIBIT "B"

All that certain real property situate in the County of Lincoln, State of Nevada, described as follows:

TOWNSHIP 5 SOUTH, RANGE 60 EAST, M.D.B.& M.

Section 10: Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) EXCEPTING THEREFROM any portion lying South of the Northerly right of way of Nevada Highway No. 25.

ALSO EXCEPTING THEREFROM any portion thereof lying within the boundaries of Nevada Highway No. 38.

ALSO EXCEPTING AND EXCLUDING THEREFROM the following described parcel:

Beginning at the 1/16th corner marked by a cedar post stump East of the 1/4th corner between Section 3 and 10. Township 5 South, Range 60 East, M.D.8 & M., thence west 330 feet along the North line of Said Section 10, thence South 970 feet, more or less on a course parallel to the North-South 1/16th line dividing the Northeast Quarter (NE 1/4) of Section 10, to the North right of way line of Nevada State Highway 25, thence Southeasterly North-South 1/16th line dividing the Northeast Quarter (NE 1/4) of Section 10, thence North 1080 feet, more or less, along the said 1/16th Section line to the point of beginning.

ASSESSOR'S PARCEL NUMBER FOR 1991-1992: 11-110-09

098432

Cow County Title May 14,1992

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Grailes Setzer