WHEN RECORDED, MAIL TO:

David M. Crosby Attorney at Law 615 S. 7th Street Las Vegas, Nevada 89101

DEED OF TRUST

THIS DEED OF TRUST, executed on the date first below subscribed, by and between GARY M. RICHEY and PAULA R. RICHEY, husband and wife, P. O. Box 471, Caliente, Nevada 89008, hereinafter "TRUSTORS", and DAVID M. CROSBY, Attorney at Law, with offices at 615 South 7th Street, Las Vegas, Clark County, Nevada, 89101, as "TRUSTEE", and EDWIN C. HERBERT and ELOISE HULL, whose addresses are 729 Montvilla Drive, Las Vegas, Nevada 89123 and 4008 Jory Trail, Las Vegas, Nevada 89108, respectively, hereinafter "BENEFICIARIES":

WITNESSETH:

That Trustors IRREVOCABLY GRANT, TRANSFER AND ASSIGN TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property located in the City of Pioche, Lincoln, State of Nevada, and legally described as:

Parcel I:

All of Northerly One Half (N 1/2) of Lot Numbered Fourteen (14) (being 12 1/2 feet x 100 feet), and the adjoining Easterly One Half (E 1/2) of Lot Numbered Fifteen (15) (being 25 feet x 50 feet) and the adjoining Easterly One Half (E 1/2 of Lot Numbered Sixteen (16) in Block Numbered Forty (40) in

AAVID M. CROSBY
SOUTH SEVENTH STREET
RVBAR, NEVENTH SE1001
(702) 368-1007

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the Town of Pioche, Lincoln County, Nevada, as said lots and block are delineated on the Official Plat Supplement "A" Town of Pioche, now on file and of record in the office of the County Recorder of said Lincoln County, Nevada, and to which plat and the records thereof reference is hereby made for further particular description.

Together with any and all improvements and building now situate thereon and the contents therein.

Assessor's Parcel No.: 1-033-01

Parcel II:

The North One Half (N 1/2) of Lot numbered Fifteen (15) and the North One Half (N 1/2) of Lot numbered Sixteen (16) in Block numbered Forty (40) in the Town of Pioche, as said lots and block are delineated on the official plat of Supplement "A" of Pioche townsite, now on file in the office of the County Recorder of said Lincoln County, and to which said plat and the records thereof reference is hereby made.

Together with any and all improvements situate thereon.

Together with the tenements, hereditaments and appurtenances thereonto belonging or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof.

Assessor's Parcel No.:

TOGETHER WITH all appurtenances thereto in which Trustors have any interest whether represented by shares of a company or otherwise; and

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same, except during continuance of some default hereunder, and during continuance of such default, authorizing Beneficiaries to collect and enforce

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22 23 24 the same by any lawful means in the name of any party hereto.

FOR THE PURPOSE OF SECURING:

- (1) Performance of each agreement of Trustors incorporated by reference or contained herein; and
- (2) Payment of the indebtedness evidenced by one Promissory Note of even date herewith, and any extension or renewal thereof, in the principal sum of Twenty-Fight Thousand Dollars (\$ 28,000), executed by Trustor in favor of Beneficiaries, or order together with any and all interest thereon; and

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTORS AGREE: To pay all taxes and assessments on the above property, not to commit waste, to maintain adequate fire insurance on improvements on said property, to pay all costs and expenses of collection (including reasonable Trustee and attorney fees in the event of default hereof) and to pay reasonable Trustee fees for any of the services performed by Trustee hereunder, including a reconveyance hereof.

The undersigned Trustors request that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to them at the above address.

In the event the above legal descriptions or either of them should prove to be incorrect, Trustors and Beneficiaries agree to

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cooperate as necessary to conform this Deed of Trust accordingly. 1 DATED this day of August, 1992. 2 TRUSTORS: Paula R. Richey STATE OF NEVADA COUNTY OF CLARK 10 On this day of August, 1992, personally appeared before me, a Notary Public duly commissioned and acting within said county and state, Gary M. Richey and Paula R. Richey, who acknowledged that they executed the foregoing Deed of Trust of their own free will and accord for the uses, Considerations and purposes therein set forth. 11 13 purposes therein set forth. 14 DAVID M. CROSBY Notary Public - Nevada 15 Clark County My appt. exp. Sep. 18, 1993 16 17 18 19 a**99316** 20 Gary M. Richey 21 September 3, 1992 20 10 22 103 23 182 NC. IN 24 YURIKO SETZER 25 26 27 28

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