

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO  
HOME MISSION BOARD, SBC  
4200 NORTH POINT PARKWAY  
ALPHARETTA, GEORGIA  
30202-4174

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST

THIS DEED OF TRUST Made this 11th day of March 1996  
between CALIENTE BAPTIST CHURCH, a Nevada corporation

P. O. BOX 768 CALIENTE, NEVADA 89008, herein called TRUSTOR, whose address is:  
(Number and Street) (City) (State) (Zip Code)

and NEVADA TITLE COMPANY  
a NEVADA corporation, herein called TRUSTEE, and  
(State)

HOME MISSION BOARD OF THE SOUTHERN BAPTIST CONVENTION, a religious non-profit corporation of the  
County of Fulton and State of Georgia, herein called BENEFICIARY.

WITNESSETH that Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN  
TRUST, WITH POWER OF SALE, that property in LINCOLN County, NEVADA described as:  
(State)

EXACT LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"  
AND, BY REFERENCE, MADE A PART HEREOF

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 and

TOGETHER with all fixtures and articles of personal property belonging to, or hereafter becoming a part of or used in connection with the security of real estate, land or buildings, whether attached or detached.

FOR THE PURPOSE OF SECURING:

1. Performance of each agreement of Trustor herein contained.
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 SIXTY-ONE THOUSAND AND NO/100ths Dollars, executed by Trustor in favor of Beneficiary or order. (\$ 61,000.00)

To Protect the Security of this Deed of Trust, Trustor Agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, offer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumeration hereof not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary on any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay, at least ten days before delinquency, all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and 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 extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any incumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the New York rate.

(6) That any award of damages in connection with any condemnation for public use or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustor may: reconvey any part of said property; consent to the

making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of all fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matter or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them.)

(10) That as additional security, Trustor hereby 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 sue 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.

Trustor covenants and represents that it has not executed any prior assignment of the rents, leases, and revenues and has not and will not perform any act that would prevent Beneficiary from exercising its rights under this paragraph.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordance of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at seven per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the Recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(13) Beneficiary or Beneficiary's agent may make reasonable entries upon and inspections of the security property. Beneficiary shall give Trustor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

(14) Upon request of Trustor, Beneficiary, at Beneficiary's option, may make future advances to Trustor. Such future advances, with interest thereon, shall be secured by this Deed of Trust. This provision shall not constitute a commitment to make additional loans or future advances in any amount.

(15) This Deed of Trust secures all other obligations of Trustor to Beneficiary, now existing or hereafter arising, whether direct or indirect, contingent or absolute and whether as maker or surety, including, but not limited to, future advances and amounts advanced and expenses incurred by Beneficiary pursuant to the Deed of Trust.

In the event that Trustor has incurred debts other than to Beneficiary, with or without the written permission of Beneficiary, any default under the terms of said indebtedness shall constitute a default of the covenants of this Deed of Trust.

(16) The indebtedness secured by this Deed of Trust includes any modifications, extensions, or renewals of all or any part of the indebtedness evidenced by the Note of even date hereof. The execution of any such modifications, extensions, or renewals does not constitute a novation of the original Note or Deed of Trust.

(17) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(18) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is 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 or Trustee shall be a party unless brought by Trustee.

SPECIAL COVENANT AGREEMENT

Trustor binds itself and covenants with Home Mission Board of the Southern Baptist Convention (hereinafter "HMB") that a part of the consideration causing HMB to make this loan is the fact that Trustor is now in harmony with and affiliating with the Southern Baptist Convention. The terms "harmony with" and "affiliating with" shall be interpreted in such manner that the messengers of the Trustor will be recognized and given full voting privileges at the annual meetings of the Southern Baptist Convention. Should Trustor's messengers be denied such recognition and voting privileges by the Southern Baptist Convention, or in case the organic existence of Trustor shall cease, or in case any property described in this Deed of Trust be abandoned or any existing house or place of worship shall cease to be used as a house or place of Southern Baptist worship as above set forth, or in case same shall be sold by Trustor or by legal process or otherwise, without the written consent of HMB, then in each and every such case and event HMB 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 this Deed of Trust.

Should Trustor decide to sell or convey in any manner, in whole or in part, the property securing the loan, HMB counsel should be sought prior to the property being conveyed or offered for sale. Should HMB deem that such property be preserved as a Southern Baptist entity, Trustor agrees that HMB be given first opportunity to purchase or refinance to another Southern Baptist body on terms as favorable as any other bona fide offer received by Trustor. HMB shall have thirty (30) days after being notified in writing by Trustor to exercise this right of first refusal. In the event HMB elects to waive its right of refusal to purchase, then Trustor is free to convey the property. However, should such sale be to a "non-Southern Baptist entity" and produce a net profit, i.e., proceeds greater than the sum of the original investment including acquisition closing costs, subsequent investment(s) in the real estate approved by HMB and the normal and usual closing costs associated with the current transaction, HMB reserves the right to a reimbursement of any interest foregone or advancements made on behalf of Trustor by HMB. Such reimbursement will be collected at closing and is a condition of the release of HMB's lien on the property.

It is hereby agreed that Trustor will not make any site improvements on the property securing this loan and neither will it begin any construction on a church facility or any other type of facility without the prior written agreement of the Division of Church Loans of the HMB. This agreement shall be in force as long as the Trustor has any indebtedness due HMB. In the event of a violation of this agreement, HMB 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.

Trustor agrees that annually, within 45 days from the close of its fiscal year, it will furnish HMB copies of its treasurer's report for the previous 12 months, along with copies of its current budget and previous year's budget.

In consideration of the making of said loan by HMB to Trustor, Trustor hereby agrees not to incur any indebtedness in excess of 5% of the original amount of this loan during the period of and until said loan, principal and interest, is fully

repaid, without prior written permission from HMB. In the event of a violation of this agreement, HMB 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.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at this address hereinbefore set forth.

CALIENTE BAPTIST CHURCH

(Name of Trustor)

By Kellee L. Raymer (Seal)  
KELLEE L. RAYMER, Authorized Agent

By \_\_\_\_\_ (Seal)

By \_\_\_\_\_ (Seal)

STATE OF NEVADA )  
 ) SS  
COUNTY OF CLARK )

On MARCH 14, 1996, before me, the undersigned, a Notary Public in and for said County and State, personally appeared KELLEE L. RAYMER

AUTHORIZED AGENT  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) of the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

DON E. SMITH  
Notary Public - Nevada  
Clark County  
My comm. exp. Oct. 27, 1997

[Signature]  
Notary Public in and for said County and State

Do Not Record  
**REQUEST FOR FULL RECONVEYANCE**  
*To be used only when note has been paid.*

To \_\_\_\_\_, Trustee: Dated \_\_\_\_\_

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing you under the terms of said Deed of Trust, secured by said Deed of Trust, delivered to you herewith with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

MAIL RECONVEYANCE TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
By \_\_\_\_\_  
By \_\_\_\_\_

*Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.  
Both must be delivered to the Trustee for cancellation before reconveyance will be made.*

<p><b>DEED OF TRUST</b> With Power of Sale</p> <p>\$ _____</p>
<p><b>TRUSTOR</b></p>
<p><b>TRUSTEE</b></p>
<p>Home Mission Board of The Southern Baptist Convention 1350 Spring Street, NW Atlanta, Georgia 30367</p>
<p><b>BENEFICIARY</b></p>
<p>Record Entry</p>

EXHIBIT "A"

The land referred to in this report is situated in the State of Nevada, County of LINCOLN and is described as follows:

PARCEL 1

Lot 2 in Block B of the WEST END ADDITION to the City of Caliente, Lincoln County, Nevada as shown on the subdivision map thereof recorded October 6, 1926 in the Office of the County Recorder of Lincoln County, Nevada in Book A of Plats, page 44, Lincoln County, Nevada records.

ASSESSORS'S PARCEL NUMBER FOR 1995 - 1996: 03-142-14

PARCEL 2

Lots 3 and 4 in Block B of the WEST END ADDITION to the City of Caliente, Lincoln County, Nevada as shown on the subdivision map thereof recorded October 6, 1926 in the Office of the County Recorder of Lincoln County, Nevada in Book A of Plats, page 44, Lincoln County, Nevada records.

ASSESSORS'S PARCEL NUMBER FOR 1995 - 1996: 03-142-13

105007

Lincoln County Title  
March 27, 1996  
15  
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Yuriko Setzer  
By *[Signature]* deputy

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