

Escrow # 96-03-156

DEED OF TRUST

This Deed of Trust, made this 22ND day of MAY, 1996 between ROBERT DELL HILTON AND JENICE SEBREE HILTON, HUSBAND AND WIFE\* and AVCO FINANCIAL SERVICES OF NEVADA, INC. herein called TRUSTOR, whose address is 305 NORTH 2ND STREET, PANACA, NEVADA 89042 and AVCO FINANCIAL SERVICES OF NEVADA, INC. herein called BENEFICIARY, whose address is 945 W. MOANA LANE, RENO, NEVADA 89509 and AVCO FINANCIAL SERVICES OF NEVADA, INC. herein called TRUSTEE, whose address is 945 W. MOANA LANE, RENO, NEVADA 89509 TRUSTOR IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in LINCOLN County, Nevada, described as:

\*AS JOINT TENANTS, SEE ATTACHED EXHIBIT "A"

TOGETHER WITH all buildings and improvements now or hereafter erected thereon and all screens, awnings, shades, storm sash and blinds, and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, except as restricted or prohibited by law, all of which, for the purpose of this deed of trust, shall be deemed fixtures and subject to the property above described, all of which is referred to hereinafter as the "premises."

TO HAVE AND TO HOLD said land and premises, with all the rights, privileges and appurtenances thereto belonging, to trustee and his heirs, executors, administrators, successors and assigns.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Trustor incorporated by reference or contained herein; (2) Payment of the indebtedness evidenced by that certain Promissory Note ("Note") dated 5/22/96 in the principal sum of \$ 96,000.27 having a maturity date of 5/30/11 and any extension or renewal thereof; (3) The payment of any money advanced by beneficiary to Trustor or to third parties where such amounts are advanced to protect the Beneficiary in accordance with the covenants of this Deed of Trust.

ALL PAYMENTS made by Trustor on the obligation secured by this Deed of Trust shall be applied in the following order: First: To the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Trustor. Second: To the payment of the interest due on said Note. Third: To the payment of the principal of said Note.

TO PROTECT THE SECURITY OF THE WITHIN DEED OF TRUST, TRUSTOR(S) AGREES: (1) To keep said premises insured against fire and such other casualties as the Beneficiary may specify, up to the full value of all improvements for the protection of Beneficiary in such manner, in such amounts, and in such companies as Beneficiary may from time to time approve and to keep the policies therefor, properly endorsed, on deposit with Beneficiary; and that loss proceeds (less expense of collection) shall, at Beneficiary's option, be applied on said indebtedness, whether due or not, or to the restoration of said improvements. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Trustor in insurance policies then in force shall pass to the purchaser at the foreclosure sale. (2) To pay all taxes and special assessments of any kind that have been or may be levied or assessed upon said premises, or any part thereof, or upon the debt secured hereby, or upon the interest of Beneficiary in said premises or in said debt, and procure and deliver to Beneficiary ten (10) days before the day fixed by law for the first charge or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments. (3) To keep said premises free from all prior liens and upon demand of Beneficiary to pay and procure release of any lien which in any way may impair the security of this Deed of Trust. (4) In the event of default by Trustor under paragraphs 1, 2 or 3 above, Beneficiary, at its option (whether electing to declare the whole indebtedness secured hereby due and collectible or not), may (a) effect the insurance above provided for and pay the reasonable premiums and charges therefor; (b) pay all said taxes and assessments without determining the validity thereof; and (c) pay such liens and all such disbursements, with charges thereon from the time of payment to the highest rate allowed by law, and such disbursements shall be deemed a part of the indebtedness secured by this Deed of Trust and shall be immediately due and payable by Trustor to Beneficiary. (5) To pay when due any senior lien on the property which is senior to the lien of the Beneficiary and, notwithstanding any right or option granted by any senior lien or by any senior lienholder to permit the principal balance of such senior lien to increase, Trustor will not permit the principal balance of any senior lien to increase above the balance at the time of the making of this Trust Deed until this Trust Deed shall have been paid in full. (6) To keep the buildings and other improvements now existing or hereafter erected in good condition and repair, not to commit or suffer any waste or any use of said premises contrary to restrictions of record or contrary to laws, ordinances or regulations of proper public authority, and to permit Beneficiary to enter at all reasonable times for the purpose of inspecting the premises. To complete or restore promptly and in a good and workmanlike manner any building which may be damaged or destroyed thereon, and to pay, when due, all claims for labor performed and material furnished therefor; (7) That, if a signer of the Note, he will pay, promptly the indebtedness secured hereby, in full compliance with the terms of said Note and this Deed of Trust, and that the time of payment of the indebtedness hereby secured, or of any portion thereof, may be extended or renewed, and any portions of the premises herein described may, without notice, be released from the lien hereof, without releasing or affecting the personal liability of any person for the payment of said indebtedness or the lien of this instrument upon the remainder of the lien hereof, without releasing or releasing of said indebtedness then remaining unpaid, and no change in the ownership of said premises shall release, reduce or otherwise affect any such personal liability or all persons whatsoever. (8) That he is seized of the premises in fee simple and has good and lawful right to convey the same; and that the premises are free and clear of any all persons whatsoever. (9) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; to pay all costs and expenses, including costs of evidence of title and reasonable Attorney's fees if permitted by law, in any such action or proceeding in which Beneficiary or Trustee may appear or in any suit brought by Beneficiary to foreclose this Trust Deed. (10) In the event the Trustor transfers the ownership of the said premises, or any part thereof, the entire unpaid balance of the debt secured hereby shall immediately become due and payable at the option of Beneficiary; provided that Beneficiary may permit such transferee(s) to assume Trustor's obligations hereunder.

IT IS MUTUALLY AGREED THAT: (1) If the said Trustor shall fail or neglect to pay installments on said Note as the same may hereafter become due, or default in the performance of any obligation, covenant or liability contained or referred to herein, including causing or permitting the principal balance of any senior lien to increase above the principal balance at the time of the making of this Trust Deed, or should any action or proceeding be filed in any court to enforce any senior lien to against or interest in the premises, then all sums owing by the Trustor to the Beneficiary under this Deed of Trust or under the Note secured hereby shall immediately become due and payable at the option of the Beneficiary; on the application of the Beneficiary or assignee, or any other person who may be entitled to claim said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, said note and all documents evidencing expenditures secured hereby. After the lapse of such time as may then be required by law following the recording 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 costs of evidence of title in connection with sale, Trustee shall apply proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

Lincoln County

- (2) In the event said premises are sold by Trustee, Trustor, if a signer of the said Note, shall be liable for any deficiency remaining after sale of the premises, and application of the proceeds of said sale to the indebtedness secured and to the expenses of conducting said sale, including Trustee's and Attorney's fees and legal expenses if allowed by law.
- (3) Trustor(s) agrees to surrender possession of the hereinabove described premises to the Purchaser at the aforesaid sale, immediately after such sale, in the event such possession has not previously been surrendered by Trustor(s) and for failure to do so will pay to Purchaser the reasonable rental value of the premises during the time such possession by Trustor continues.
- (4) Upon the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled if allowed by law to recover in such proceedings all costs and expenses incident thereto, including a reasonable Attorney's fee in such amount as shall be fixed by the court. Trustor(s) will surrender possession of the premises immediately after court foreclosure and for failure to do so will pay to the purchaser the reasonable rental value of the premises during the time such possession by Trustor continues.
- (5) 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 Trustee.
- (6) Upon payment in full by said Trustor(s) of his indebtedness hereunder, Trustee shall reconvey to said Trustor(s) the above-described premises according to law.
- (7) Should said property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor.
- (8) The collection of the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of sale hereunder or invalidate any act done pursuant to said notice.
- (9) All Trustor(s) shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Deed of Trust shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto respectively. Any reference in this Deed of Trust of the singular shall be construed as plural when appropriate.
- (10) Trustee accepts this Trust when this Deed of Trust, 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.
- (11) If any Debtor is a married person, he represents and warrants that this instrument has been executed on his behalf, and that he has not executed the same as surety for another.

IT IS FURTHER UNDERSTOOD AND AGREED that if the term of this Deed of Trust is more than \_\_\_\_\_ years, the unpaid principal and other sums secured hereby may become due and payable at any time after the expiration of a period of \_\_\_\_\_ years from the date hereof, at the option of the Beneficiary, provided, however, that said principal and other sums shall only become due and payable as previously stated if the Beneficiary shall have given written notice to the Trustor of its intent to declare such principal and other sums due and payable at least 90 days prior to the time when said sums are to become due and payable.

IN WITNESS WHEREOF the said Trustor has to these presents set hand and seal this date \_\_\_\_\_

Signed, sealed and delivered in the presence of:

Witness \_\_\_\_\_

Robert Dell Hilton (Seal)  
ROBERT DELL HILTON Trustor

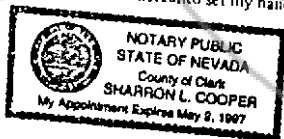
Witness \_\_\_\_\_

Jenice Sebree Hilton (Seal)  
JENICE SEBREE HILTON Trustor

The State of Nevada }  
County of Clark ss.

On this 24th day of May, 1996, personally appeared before me, a Notary Public in and for said County and state, Robert Dell Hilton and Jenice Sebree Hilton known to me to be the person(s) described in and who executed the foregoing instrument and he (they) duly acknowledged to me that he (they) executed the same freely and voluntarily and for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed by official seal this date: \_\_\_\_\_



Sharron L. Cooper  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE OF NEVADA  
My commission expires: \_\_\_\_\_

DEED OF TRUST

RECORDERS OFFICE

AND WHEN RECORDED MAIL TO:

AVCO FINANCIAL SERVICES OF NEVADA, INC  
Street: 945 W. MOANA LANE  
Address: RENO, NEVADA 89509  
City & State

RECORDERS OFFICE

STATE OF NEVADA

RECORDERS OFFICE

COUNTY \_\_\_\_\_

Received for record this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19\_\_\_\_ M.

Noted in Book \_\_\_\_\_ Page \_\_\_\_\_

Recorded in Book \_\_\_\_\_ Page \_\_\_\_\_

Recording Fee \$ \_\_\_\_\_

COUNTY RECORDER

Lincoln County

EXHIBIT "A"

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

That portion of the Southeast Quarter (SE 1/4) of Section 5, Township 2 South, Range 68 East, M.D.M, described as follows:

COMMENCING at a point on the North side of the upper lane in the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 5 (about 33 rods East of the West boundary of the Panaca Townsite), said point being the Southwest corner of residence tract recently conveyed to Wm. C. Stewart and Grace O. Stewart; Thence Northerly at right angles to said upper lane, a distance of 126 feet; Thence at right angles Easterly about 3 rods to a North and South fence line; Thence Northerly about 650 feet along said fence line to the East and West fence line; Thence Easterly about 3 rods to a North and South fence line (said corner being the Southwest corner of a tract heretofore conveyed to Victor Cottino); Thence Northerly about 1320 feet along said fence line (passing tract owned by F. E. Wadsworth and by Bert Findley and Allen Findlay) to a point on said fence line which is about 462 feet West of the Northeast corner of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of said Section 5; Thence Westerly along fence line about 50 rods to the Northeast corner of the tract heretofore conveyed to Charles P. Mathews; Thence Southerly along fence line a distance of about 2100 feet to the North side of said upper lane (being the Southwest corner of the tract hereby conveyed); and Thence Easterly about 750 feet to the POINT OF BEGINNING.

EXCEPT any portion lying West of the Old Canal as referred to in the Decree of Distribution filed in Case No. 323 in County Clerk's Office of Lincoln County.

ALSO EXCEPT any portion lying within the land conveyed to Charles P. Mathews, et ux, by Deed recorded December 4, 1956 in Book "K-1", page 464 of Deeds.

ASSESSOR'S PARCEL NUMBER FOR 1992 - 1993: 07-131-19

105310  
Lincoln County Title  
June 11, 1996  
02 400 000 4  
119  
170  
Yuriko Setzer  
deputy