Lincoln County

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS 19 ___ day of ___ - THIS DEED OF TRUST, made this _ Luther Dean Turley and Kimbert Ann Turley A.D., 19 22, by and between __ Mark P. Field As Trustor, and _ a corporation duly organized and existing under and by virtue of the laws of the State of Nevodo As Trustee, and __Century One Builders of Kevoda, Inc. , as Beneficiary. (It is distinctly understood that the word "Trustor" and the word "his" referring to the Trustor, as herein used, are intended to and do include the masculine, feminine and neuter genders and the singular and plural numbers, as indicated by the content.) WITNESSETH: That said Trustor hereby grants, conveys and confirms unto said Trustee in trust with power of sale, the following described real property situate in the City of Alono _ State of Nevada, to-wit: County of Lincoln Turley, Luther/Kimberly Two (2) acres of the Southwest Northeast corner of Section 21, Township 7 South, Range 61 east, Lincoln County, Nevada.

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 Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

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 one Home Improvement Retail Installment Sale Agreement of even date herewith, and any extension or renewal thereof, in the principal sum of

 $\frac{3.728.00}{2}$ executed by Trustor in lavor of Beneficiary or order, 3. Payment of such additional sums as may hereafter be advanced for the account of Trustor or Assigns by Beneficiary with interest

Trustor grants to Beneficiary the right to record notice that this deed of trust is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations of the Trustor for which Beneficiary may claim this deed of trust as security.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: The Trustor promises to properly care for and keep the property herein described in first class condition, order and repair; to care for, protect and repair all buildings and improvements situate thereon; not to remove or demolish any buildings or other improvements situate thereon; and otherwise to protect and preserve the said premises and the improvements thereon and not to commit or permit any waste or deterioration of said buildings and improvements or of said premises.

SECOND: The following covenants, Nos. 1, 2 (\$ 3,728.00 amount of insurance) 3, 4 (interest 1% per month) 5, 6, 7 (counsel fees 10%) and 8 of N. R. S. 107.030, are hereby adopted and made a part of this deed of trust.

THIRD: In the event of a deficiency after sale pursuant to the covenants incorporated herein, the Beneficiary has a right to claim and collect such deficiency out of other property not otherwise exempt of the Trustor, by suit or otherwise, together with costs incurred and a reasonable attorneys' fee.

FOURTH: The rights and remedies hereby granted shall not exclude any other rights or remedies granted herein or by law, and all rights or remedies granted hereunder or permitted by law shall be concurrent and cumulative.

FIFTH: Trustor further agrees that the Beneficiary may from time to time and for periods not exceeding one year, in behalf of the Trustor renew or extend the Home Improvement Retail Installment Sale Agreement secured hereby and said renewal or extension, shall be conclusively deemed to have been made when so endorsed on said Home Improvement Retail Installment Sale Agreement by the Beneficiary in behalf of the Trustor. Beneficiary in behalf of the Trustor.

SIXTH: Trustor shall pay all taxes, assessments, insurance premiums, and prior liens to which such property may be subject. In case Trustor shall fail to pay such expenses, Beneficiary, at its option, may pay them and all sums of money so expended shall be repayable by Trustor(s) and such expenditures shall be secured by this Deed of Trust, it being agreed that such expenditures are upon the interest of the Trustor.

SEVENTH: All the provisions of this instrument shall inure to, apply to, and bind the legal representatives, successors and assigns of each party hereto respectively.

EIGHTH: If all or any part of the property or an interest in the property is sold or transferred by Trustor without Beneficiary's prior written consent, Beneficiary at Beneficiary's option, may require immediate payment in full of the entire amount due under the Deed of Trust and Home Improvement Retail Immediate payment in full of the entire amount due under the Deed of Trust and Home Improvement Hetali Installment Sale Agreement. Beneficiary, at Beneficiary's option, may waive the right to declare the balance immediately due and may accept in writing an assumption agreement executed by the person to whom the Trustor is transferring or selling the interest in the property. If Beneficiary does allow Trustor's successor in interest to assume the obligation, Trustor will be released from further obligation under this Deed of Trust and the Home Improvement Retail Installment Sale Agreement. The following types of transfers will not give Beneficiary the right to require immediate payment in full:

give Beneficiary the right to require immediate payment in full: (a) the creation of liens or other claims against the property which are inferior to this Deed of Trust;

(b) a transfer of rights in household appliances to a person who provides the Trustor with the money to buy these appliances in order to protect that person against possible losses:

(c) a transfer of the land to surviving co-owners, following the death of a co-owner, when the transfer is automatic according to law;

BOCK 130 PAGE 222

and the state of t	and the second s
(d) leasing the property to time years of less.	the lease does not include an option to buy; se Trustor:
(e) a transfer to Trustor's relative resulting from death of it	and the property.
 (f) a transfer where Trustor's spouse or children become c (g) a transfer to Trustor's spouse resulting from a divo 	rce decree, separation agreement, or property
settlement agreement;	and remains a heneficiary, so long as there is
 settlement agreement; (h) a transfer into an inter vivos trust in which the Trustor no transfer of rights of occupancy in the property. 	
	ce or payment under this deed of trust or the
NINTH In the event of a default in the performan security for which this deed of trust has been executed.	any notice given under Section 107 000 N. R. S.
	0 10 00.112.7
and a leb paties shall be binding upon the itustor(5), 488	ighee(s), or grander in
with a second that the trusts created	hereby are irrevocable by the mostor.
IN WITNESS WHEREOF, the Trustor has executed the	ese presents the day and year first above written.
	4 25/11/5
	Luther Dean Turley ()
	finitely ann Litter
	Kimberly Ann Turley
Person signing immediately below signs to subject his or	her interests in the above described property, including
Person signing immediately below signs to subject his or any right to possession after foreclosure, to the terms of this de in the above described real estate. Person signing immediately	below is not personally liable.
in the above described real estate. Person signing intributions	
/	
State of Nevada	
County of Coally	< 1 1
100 000	1997
On this day of	a Notary Public in and for said
before me. Annie Court	Letter Dean
County of Nevada per	sonally appeared Alethan Dean
Timber and Kimberle	subscribed to the within instrument.
known to me to be the persons whose name s	SUBSCHOOL to the within this uses
and acknowledged to me that the execute	ed the same freely and voluntarily and for the oses
and purposes therein mentioned.	
MANUTHERSON HERED Thave hereunto set my ha	1 School Seal.
PENNY J. SCHAUEN	- Challe -
NOTARY PUBLIC - NEVADA	CO CO State of Nevada
COUNTY OF CLARK NOTATY Public in and le	or the County of Con D. State of Nevada.
COUNTY OF CLARK NOTATY Public in and le	es February 11 . 1998.
COUNTY OF CLARK NOTATY Public in and le	es Louring 11 . 1998.
NOTARY PUBLIC - NEVER NOTARY Public in God In My appl expires Feb. 11, 1998 My Commission Expir	es Louring 11 . 1998.
NOTARY PUBLIC - NEVER NOTARY Public in God In My appl expires Feb. 11, 1998 My Commission Expir	es Louring 11 . 1998.
NOTARY PUBLIC - NEVER NOTARY Public in God In My appl expires Feb. 11, 1998 My Commission Expir	es Louring 11 . 1998.
COUNTY OF CLARK NOTATY Public in and le	es Louring 11 . 1998.
NOTARY PUBLIC - NEVER NOTARY Public in Gold In Country OF CLARK Notary Public in Gold In My applies Feb 11, 1998 My Commission Expired September 1998 My Commission M	se request of NEVADA of NE
NOTARY PUBLIC - NEVER NOTARY Public in Gold In Country OF CLARK Notary Public in Gold In My applies Feb 11, 1998 My Commission Expired September 1998 My Commission M	se request of NEVADA of NE
NOTARY PUBLIC - NEVER NOTARY Public in Gold In Country OF CLARK Notary Public in Gold In My applies Feb 11, 1998 My Commission Expired September 1998 My Commission M	se Superior of the request of A.D. 19 County Nevada. County Recorder. County Recorder. County Recorder.
NOTARY PUBLIC - NEVER NOTARY Public in Gold In Country OF CLARK Notary Public in Gold In My applies Feb 11, 1998 My Commission Expired September 1998 My Commission M	se Superior of the request of A.D. 19 County Nevada. County Recorder. County Recorder. County Recorder.
NOTARY PUBLIC - NEVER NOTARY Public in Gold In Country OF CLARK Notary Public in Gold In My applies Feb 11, 1998 My Commission Expired September 1998 My Commission M	or record at the request of Company Nevada: A.D. 19 B.D.D.D.D.D.D.D.D.D.D.D.D.D.D.D.D.D.D.D
NOTARY PUBLIC - NEVEX NOTARY Public in Gold In	Min past — O'Clock Min past — O'Clock Min vol — O'Clock A. in Vol — O'Clock A. D. 19 County, Nevada. County Recorder. County Recorder.
NOTARY PUBLIC - NEVER NOTARY Public in Gold In Country OF CLARK Notary Public in Gold In My applies Feb 11, 1998 My Commission Expired September 1998 My Commission M	Filed for record at the request of NEVADA NEVADA NEVADA A.D. 19 OFFICE A.D. 19 OFFICE Office A.D. 19 OFFICE Office Office A.D. 19 OFFICE OFFICE
NOTARY PUBLIC - NEVER NOTARY Public in Gold In Country OF CLARK Notary Public in Gold In My applies Feb 11, 1998 My Commission Expired September 1998 My Commission M	or record at the request of Company Nevada: A.D. 19 B.D.D.D.D.D.D.D.D.D.D.D.D.D.D.D.D.D.D.D
NOTARY PUBLIC - NEVER NOTARY Public in Gold In Country OF CLARK Notary Public in Gold In My applies Feb 11, 1998 My Commission Expired September 1998 My Commission M	Filed for record at the request of NEVADA NEVADA NEVADA A.D. 19 OFFICE A.D. 19 OFFICE Office A.D. 19 OFFICE Office Office A.D. 19 OFFICE OFFICE
NOTARY PUBLIC - NEVER NOTARY Public in Gold In Country OF CLARK Notary Public in Gold In My applies Feb 11, 1998 My Commission Expired September 1998 My Commission M	Filed for record at the request of Con OFFICE A.D. 19 A.D. 19 A.D. 19 Page and following. Records of County, Nevada. County Recorder. By Deputy Recorder.
Notary Public - Med of Trust County of Crark What ability of Crark	Filed for record at the request of A.D. 19 A.D. 19 A.D. 19 Page and following. Records of County. Nevada. County Recorder. County Recorder. County Recorder.
Notary Public - Med of Trust County of Crark What ability of Crark	Filed for record at the request of Con OFFICE A.D. 19 A.D. 19 A.D. 19 Page and following. Records of County, Nevada. County Recorder. By Deputy Recorder.
Notary Public - Med of Trust County of Crark What ability of Crark	Filed for record at the request of Salary Nevada and following. Records of County, Nevada. By County Recorder. County Recorder. County Recorder. County Recorder.
Notary Public - Med of Trust County of Crark What ability of Crark	Page and following. Recorder. County, Nevada. County Recorder.
Notary Public - Med of Trust County of Crark What ability of Crark	TOPICS OF THE County Nevada. State of Nevada. A.D.: 19 Page and following. Records of County Nevada. County Nevada. County Recorded.
Notary Public - Med of Trust County of Crark What ability of Crark	Filed lor record at the request of solution of county of county Nevada and following. Recorder. County Nevada. Deputy Recorder. County Recorder.
Notary Public - Med of Trust County of Crark What ability of Crark	Filed lor record at the request of Nevada and following. Recorded at Nevada and following.
Notary Public - Med of Trust County of Crark What ability of Crark	TO State of Nevada By Deputy Recorder. County Nevada Deputy Recorder. Deputy Rec
Notary Public - Med of Trust County of Crark What ability of Crark	The County of Co. State of Nevada. State of Nevada. 1998 Descorded A Heorest of Nevada Deputy Recorded A Heorest of Ne
NOTARY PUBLIC - NEVALUATION OF COUNTY OF COUNTY OF COUNTY OF CANAL ASSIGNMENT OF COUNTY OF COUNT	TO COUNTY NECONDER OF THE County of Control State of Nevada. 19 98 10 10 10 10 10 10 10 10 10 10 10 10 10 1
Notary Public - Med of Trust County of Crark What ability of Crark	The County of Co. State of Nevada. State of Nevada. 1998 Descorded A Heorest of Nevada Deputy Recorded A Heorest of Ne