

Lincoln County

RECORDING REQUESTED BY:

AND WHEN RECORDED, MAIL TO:
D. Heil - 15 Madrigal, San Clemente, Ca 92673

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 20th day of February, 2002.

between TED DASKAS

Herein called

TRUSTOR

Whose address is P. O. BOX 98, PIOCHE, NV 89043 .

FIRST AMERICAN TITLE COMPANY OF NEVADA, a Nevada corporation,

TRUSTEE and

D. A. Heil

herein called BENEFICIARY,

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE with power of sale, that property in the Town of Caliente, LINCOLN County, Nevada, described as:

LOT 7 and the adjoining Easterly 18 feet of Lot 6 in Block 39 in Thomas E Dixon addition in the city of Caliente, Lincoln County, Nevada.

TOGETHER WITH the rents, issues and profits thereof, subject, however, to the right, power and authority given to and conferred upon Beneficiary to collect and apply such rents issues and profits.
For the purpose of securing: (1) Payment of the sum of \$100,000 with interest thereon according to the terms of a promissory note of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof; (2) the performance of each agreement of Trustor incorporated by reference or contained herein or reciting it is so secured; (3) Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his or her 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 described, 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 move 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 herein 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 therefore does not exceed a reasonable amount.

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 above set forth.

STATE OF NEVADA)

Signature of Trustee

ss.
County of LINCOLN)

Ted Daskas

On MARCH 11, 2002

Personally appeared before me, a Notary
Public, ted daskas

Personally known or proved to me to be the
Person whose name is subscribed to the above
Instrument.

Notary Public



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EXHIBIT "A"

A. TO PROTECT THE SECURITY OF THIS DOCUMENT

- (1) To keep said property, in good condition and repair; not to remove or demolish any building thereon; to complete or resume principal and world-renowned manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed, materials furnished thereon; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to permit waste thereof, nor to commit suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fence and otherwise care for the character or use of said property as may be reasonably necessary. The word "or" in the above sentence means "and".

- [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, or to pay all costs and expenses, including cost of evidence of trustee and attorney's fees in a reasonable sum, in any such action or proceeding, and to defend the same.

- [4] To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on apartment unit brought by Beneficiary to foreclose this Deed of Trust.

Should Trustee fail to make any payment or to do any act as herein required, then Beneficiary or Lessor, but without prejudice to his or her other rights, may claim and proceed to protect the security hereof; Beneficiary or Trustee being authorized to enter upon said property for such purpose; and any encumbrance, charge or lien which in the judgment of either appears to be prior or superior, he or she may cause to be paid or removed.

- (5)** To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at seven per annum.

- (b) At Beneficiary's option, Trustee will pay a "late charge" not exceeding four per cent (4%) of any installment when paid more than one week after the due date thereof to cover the extra expenses involved in handling delinquent payments, but such "late charge" shall not be payable out of principal or interest otherwise recoverable.

B. IT IS MUTUALLY AGREED

- GENERAL PROVISIONS:**
1. That any award of damages in connection with any condemnation for public use or injury to said property or any part thereof is
and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same
for disposition of proceeds at first or other insurance.

- (2) That by payment of any sum unpaid hereby after its due date, Beneficiary does not waive his right either to require payment when due or all other sums so incurred or to declare default for failure so to pay.
(3) That at any time or from time to time, without liability, Beneficiary may cancel this demand and add note herefor againstholder.

- (4) That upon written notice to the Company, the Beneficiary or his/her/its personal representative may at any time terminate this Agreement by giving notice to the Company, and the Company shall note for underpayment, and adjust affecting the personal liability of any person for payment of the indebtedness secured hereby, Transamerica and without notice, upon written request of Beneficiary and payment thereto, shall make to him, without liability to him, any amount paid by him to the Company in excess of the amount due him.

- (4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this deed and said Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose, and upon payment of its fees, Trustee shall release the property then held hereunder. The receipt in such reconveyance of any money due Trustee shall be deemed to be payment in full of all amounts due him.

- 16) That as additional security, Trustee herein gives, to and confers upon Beneficiary the right, power and authority, during the continuance of the indebtedness, to collect the rents, issues and profits of said property, reserving unto Trustee the right, prior to application of the same to payment of its fees, Trustee shall receive, hold and pay over to Beneficiary such reconveyance of any mortgagor or face shall be conclusive proof of the truthfulness thereof.

- benefit. Beneficiary may at any time, without notice, either in person, by attorney or otherwise, demand and receive payment of any unpaid rents, issues, and profits, including those past due and unpaid, and apply the same, less costs of collection, to the account of expenses and collection, and any amounts indebtedness secured hereunder, and in such order thereto as Beneficiary may determine. The attorney's fees and costs of enforcement and taking possession of said property, and all other expenses to such notice.

- (6) That unless satisfied by Trustee, in payment of any Indebtedness, evidenced hereby or in performance of any agreement hereunder, Beneficiary shall cause to be recorded, Beneficiary also shall deposit with Trustee, such notice, Trustee shall cause to be recorded.

After the lapse of such time as may then be required by law following the recitation of said notice of default, and notice of sale having been given as required by law, for the sale of real property under writ of execution, Trustee, without demand on Tenant, shall cause said property or any part thereof to be sold at the time and place fixed by it in said notice of sale, either as a whole or in 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 which postponement may be caused by public announcements at the time fixed by the preceding paragraph. In the event that any bidder hereinabove secured hereby shall hereafter have been fully satisfied by said sale, Trustee they give notice of sale of same.

After deducting all costs, fees and expenses of Transfer, the balance of the amount so paid shall come in the manner set forth above.

- (7) That Beneficiary, or his assignee, may from time to time by instrument in writing, substitute a successor or successors to any Trustee so appointed, shall be conclusive of proper substitution of such successor Trustee, who shall, without intervention from the original Trustee predecessor be sole trustee where, or document, or file number, under which, this Deed of Trust is recorded, the name of the original Trustee, Trustee and Beneficiary, under the Trustee, will still undergo recordation upon such instrument of substitution. The procedure to record the name of the new acting Trustee, shall however, be in accordance with other provisions for substitution, statutory or otherwise.

- (8) The following covenants: Nos. 1, 3, 4, (Interest 10%) 5, 6, 8 and 9 of Missouri Revised Statutes 507.000, when not inconsistent with the documents and provisions herein contained, are hereby adopted and made a part of this Deed of Trust.

- (10) It is expressly agreed that the trust created hereby is irrevocable by Trustee.

- (12) That Trustee agrees to make available to the Beneficiary or his/her heirs, legatees, devisees, administrators, executors and estate, The term Beneficiary shall mean the owner and holder, including persons, of the now secured property, whether or not named as Beneficiary, In this Document of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular, 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. The Trustee shall not be bound by any party hereto or pending sale under any other Deed of Trust or of any action or proceeding in which Trustee, Successor or Assignee shall be a party unless brought by Trustee.

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(13) Trustee agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

The undersigned Trustee requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address herein set forth.

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 notes together with all other indebtedness secured by said Deed of Trust, have been duly paid and satisfied; and you are hereby requested and directed, on payment by you of any sum owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidence of indebtedness recited in said Deed of Trust, all the estate now held by you under the same.

Dated _____

Please mail Deed of Trust,
Note and Reconveyance to _____

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

NO. 117813

FILED AND RECORDED AT REQUEST OF
TED DASKAS

MARCH 11, 2002

AT 54 MINUTES PAST 12 O'CLOCK

PM IN BOOK 162 OF OFFICIAL

RECORDS PAGE 191 LINCOLN

COUNTY NEVADA

Suzie Bruecher

COUNTY RECORDER