

**Official Record**Recording requested By  
FIRST AMERICAN TITLE COMPANY

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$23.00 Page 1 of 10

RPTT: Recorded By: AE

Book- 271 Page- 0191

**WHEN RECORDED, MAIL TO:**

Heath H. Snow, Esq.  
BINGHAM SNOW & CALDWELL, LLP  
253 West St. George Boulevard, Suite 100  
St. George, Utah 84770

APN 002-222-10  
**TRUSTEE'S ADDRESS IS:**

Heath H. Snow, Esq. (Nevada Bar. No. 8671)  
BINGHAM SNOW & CALDWELL, LLP  
253 West St. George Boulevard, Suite 100  
St. George, Utah 84770



0141123

**TRUST DEED & SECURITY AGREEMENT**  
(Assignment of Rents)

THIS TRUST DEED & SECURITY AGREEMENT (Assignment of Rents), is dated this \_\_\_\_ day of April, 2012, by and between DEVON MILLER and SHANNON MILLER, husband and wife, collectively as TRUSTOR, whose address is 390 Phillips Street, Panaca, Nevada 89042, HEATH H. SNOW, ESQ., as TRUSTEE, and SIDNEY W. BAKER and CAROL J. BAKER, TRUSTEES OF THE BAKER FAMILY TRUST dated November 23, 2005, as BENEFICIARY,

WITNESSETH: That TRUSTOR CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property situated in Lincoln County, State of Nevada commonly described as 390 Phillips Street, Panaca, Nevada, and more particularly described as:

*See Attached Exhibit A - Legal Description*

TOGETHER WITH all buildings, fixtures, and improvements now or hereafter erected on such property, and all water rights, rights of way, easements, licenses, rents, issues, profits, income, tenements, hereditaments, privileges, and appurtenances thereunto belonging, now or hereafter enjoyed with said property or any part thereof.

AND TOGETHER WITH all personal property rights and assets in which a security interest is granted under this Trust Deed.

SUBJECT, HOWEVER, to the right, power and authority herein given to and conferred on Beneficiary to collect and apply such rents, issues, and profits. Said real and personal property rights are hereinafter referred to as the "Property".

**FOR THE PURPOSE OF SECURING:**

- (1) Payment of the indebtedness and all other lawful charges evidenced by the Promissory Note (hereinafter "the Note") of even date herewith, in the principal sum of



ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) made by Trustor, payable to the order of Beneficiary and any extension made /or renewals thereof;

- (2) The performance of each agreement of Trustor herein contained;
- (3) The payment of such additional loans or advances as hereafter may be made to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Trust Deed; and
- (4) The payment of all sums expended or advances by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

Trustor covenants that he/she/it/they is/are lawfully seized of the estate hereby conveyed and has the right to grant and convey the premises and that he/she/it/they will warrant and defend generally the title to the premises against all claims and demands, subject only to any declarations, easements or restrictions listed herein. As of the date first set forth above, the premises is subject to that certain Deed of Trust or Trust Deed executed by Trustor, on or about April 20, 2012, in favor of Pahrnagat Valley Federal Credit Union.

TO PROTECT THE SECURITY OF THIS TRUST DEED, TRUSTOR AGREES:

1. Payments. To promptly pay when due principal, interest and all other lawful charges on the indebtedness evidenced by the Note, or by notes evidencing future advances. Payments made shall first apply to expenses incurred by Trustee or Beneficiary for which Trustor is liable hereunder, then to interest, then to late fees and then to principal.

2. Condition of Property. To keep the Property in good condition and repair; to use the Property as has been customary; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building that may be constructed, damaged, or destroyed thereon; to comply with all laws, covenants, and restrictions affecting the Property; not to commit or permit waste thereof; not to commit, suffer or permit any act on the Property in violation of law; and to do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general.

3. Insurance. To provide and maintain insurance, of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on said Property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses in favor of Beneficiary requiring 30 days advance notice of cancellation to Beneficiary and in form acceptable to Beneficiary. In event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.

4. Other Payments. To pay at least thirty (30) days before delinquency all taxes and assessments affecting the Property, including all assessments on water company stock and all rents, assessments, and charges for water, appurtenant to or used in connection with the Property; to pay, when due, all taxes, encumbrances, charges, and liens, with interest, on the Property or



any part thereof, and to pay when due all insurance and other costs required to be borne by Trustor herein.

5. Evidence of Title. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.

6. Defense of Title. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to the Property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees incurred by Beneficiary or Trustee.

7. Reimbursement. To pay immediately and without demand all sums, including counsel fees, expended hereunder by Beneficiary or Trustee, any costs, expenses, or costs of collection or enforcement under this Trust Deed, with interest from date of expenditure at the rate borne by the principal balance of the Note secured hereby until paid.

8. Due on Sale. Not to make voluntary inter vivos transfer or encumbrances of the Property, Trustor's estate therein or any part thereof without first obtaining the written consent of Beneficiary and not to suffer the imposition of any lien, charging order or other encumbrance on the Property or any part thereof.

IT IS MUTUALLY AGREED THAT:

9. Inspection. Beneficiary may make or cause to be made reasonable entries upon and inspections of the Property, provided that Beneficiary shall give Trustor notice prior to such inspection specifying reasonable cause therefor related to Beneficiary's interest in the Property.

10. Proceeds. Should the 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, and shall be entitled, at its option, to commence, appear in and prosecute in its own name any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action, and proceeds, including the proceeds of any policies of fire and other insurance affecting the Property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, apply the same on any indebtedness secured thereby. Trustor agrees to execute such further assignments of any compensation, awards, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

11. Joinder in Action. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the Note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any persons for the payment of the indebtedness secured hereby, Trustee may (a)



consent to the making of any map or plat of said Property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the line of charge thereof; (d) reconvey, without warranty, all or any part of said Property. The grantee in any reconveyance may be described as "the person or persons entitled thereto", and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

12. Assignment of Rents. As additional security, Trustor hereby assigns Beneficiary, during the continuance of these trusts, all rents, issues, royalties, profits and other income (as defined in Section 11 U.S.C. § 552(b)(2)) of the Property affected by this Trust Deed and of any personal property located thereon. Until notice of default shall be given hereunder, Trustor shall have the right to collect all rents, issues, royalties, profits and other income earned prior to default as they become due. Trustor's right to collect any of such money shall cease upon filing notice of default and Beneficiary shall then have the right, with or without taking possession of the property affected hereby, to collect all rents, issues and profits. Nothing contained herein, nor the exercise of the right herein granted, shall be construed to be an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of this trust deed to, any such tenancy, lease, or option. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same.

13. Additional Security. As additional security, Trustor hereby assigns to Beneficiary, and grants to Beneficiary a security interest in, during the continuance of this Trust Deed, each and all of the following, whether now owned by Trustor or hereafter acquired (collectively with the property identified in Paragraph 12, the "Secured Personal Property"): (a) all leases, revenues, issues, royalties and profits of and from the Property, (b) all rights, interests and titles of Trustor under any leases or other agreements described above (including without limitation contract rights and security deposits), (c) all goods (including inventory, furnishings, fixtures, equipment and supplies and any accessions thereto) (d) permits, licenses, utility deposits, and other rights, (e) all general intangibles (including, but not limited to, any franchise or license agreements), (f) all accounts and payment intangibles, (g) instruments (including promissory notes), (h) all documents or similar items, (i) all chattel paper, whether tangible or electronic, (j) all deposit accounts, (k) all letter of credit rights, whether or not the letter of credit is evidenced by a writing, (l) all commercial tort claims, (m) all securities and all other investment property, (n) all supporting obligations, (o) any and all other contract rights or rights to the payment of money, (p) all insurance claims and proceeds (q) reservation agreements (including reservation deposits), sales agreements (including earnest money deposits), and (r) all proceeds, products, and replacements and substitutes of any of the foregoing and any property of any character whatsoever into which any of the foregoing may be converted. Until the occurrence of an Event of Default (as defined in Paragraph 15), Trustor shall have a revocable license to collect all such rents, revenues, issues, income, royalties and profits earned prior to the occurrence of such Event of Default as they become due and payable. If an Event of Default shall occur as aforesaid, Trustor's license and right to collect any of such monies shall automatically cease and Beneficiary shall have the right, with or without taking possession of the Property, to collect all rents, revenues, royalties, income, issues and profits and exercise all rights of lessor (or of



Trustor in whatever other capacity) under leases of the Property or under any other contract, agreement, bond, application, permit or other arrangement relating to the Property or under any other Secured Personal Property, and Trustor agrees that presentation by Beneficiary of a copy of this Trust Deed to the other party under any such contract or other item of Secured Personal Property shall confirm such rights of Beneficiary to exercise such rights of Trustor hereunder. Trustor shall, promptly upon the request of Beneficiary, provide Beneficiary with complete and accurate copies of all documents evidencing or constituting Secured Personal Property. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such monies shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option. Should Beneficiary so request, Trustor shall promptly execute, acknowledge and deliver to Beneficiary separate written instruments in recordable form and otherwise satisfactory to Beneficiary confirming such assignment of leases and rents and/or such general assignment of contracts and other rights.

14. Security Agreement. This Trust Deed constitutes and shall be effective as a security agreement and “fixture filing” with respect to the Secured Personal Property and any other Property as to which a security interest can be created or perfected under Article 9 of the Uniform Commercial Code – Secured Transactions, as adopted in Nevada (or, to the extent that the Uniform Commercial Code of another state is applicable, under Article 9 of such state’s Uniform Commercial Code) (as the case may be, the “UCC”). This Trust Deed constitutes a financing statement and “fixture filing” pursuant to the UCC, with Trustor as “debtor” and Beneficiary as “secured party”. Trustor hereby authorizes Beneficiary to file separate UCC-1 financing statements (and continuation statements) with respect to the lien on the Secured Personal Property as granted hereunder (and Trustor hereby confirms that Beneficiary is a person entitled to file a record, and that Trustor has authorized all such filings, within the meaning of Section 104.9509 of the UCC). With the sole exception of this Trust Deed (or any security interest granted by Trustor in favor of the beneficiary under this Trust Deed securing the same indebtedness as secured by this Trust Deed), the security interest granted to Beneficiary by Trustor hereunder in the Secured Personal Property shall be the only security interest encumbering such Secured Personal Property. The principal mailing address of Trustor, as debtor, is as set forth in the introductory paragraph of this Trust Deed. Information relative to the security interest created hereby may be obtained by application to Beneficiary. This Trust Deed is to be recorded in the real estate records in the County Recorder's office of the county in which the Property is located. Trustor is the record owner of the Property.

15. Default. The following events (each an “Event of Default”) shall constitute a default hereunder:

- a. Any default under the terms of the Note executed concurrently herewith, or any note or evidence of any other obligation secured by this Trust Deed.
- b. Failure of Trustor to strictly comply with or fulfill any obligation under this Trust Deed in an exact and timely manner.



- c. Imposition of any lien or encumbrance, whether voluntary or involuntary, upon the Property.
- d. Any transfer or sale, voluntary or involuntary, of the Property.
- e. Any default under any other agreement executed concurrently herewith.

16. Remedies. The following remedies, and each of them, shall be available to Trustee and Beneficiary upon default as previously defined and upon authorization from the appropriate bankruptcy court, if applicable. These remedies are cumulative and exercise of one or several shall not prevent pursuit of any other remedy or remedies herein provided or provided by law:

a. The remedies outlined in the Note executed concurrently with this trust deed or any other note or evidence of any other obligation secured by this trust deed.

b. Beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court (Trustor hereby consenting to the appointment of Beneficiary as such receiver, and waiving bond and notice of such appointment) and without regard to the adequacy of any security for the indebtedness hereby secured, enter on and take possession of the Property or any part thereof and in its own name sue or otherwise collect the rents, issues and profits, including those past and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, on any indebtedness secured hereby and in such order as Beneficiary may determine.

c. Beneficiary and Trustee shall have the power, jointly and severally, at their election, should Trustor fail to make any payment or do any act constituting a default hereunder, without notice to or demand on Trustor and without releasing Trustor from any obligation hereof, to 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 on the property for such purposes; to commence, 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, purchase, contest or compromise any encumbrance, charge or lien, which in the judgment of either, appears to be superior hereto; and, in exercising any such powers, to incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including costs of evidence of title, employ counsel and pay his reasonable fees.

d. Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property, and Beneficiary shall be entitled 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.

e. All sums secured hereby shall immediately, without notice, become due and payable. The Trustee shall execute written notice of default and of election to cause the property to be sold. Notice of default and notice of sale shall be given as provided by law. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment as outlined by law. The obligations secured by the Trust Deed as referred to in the statutes shall mean all obligations mentioned in this Trust Deed.



17. Rights and Duties of Trustee. The duties and obligations of the Trustee shall be determined solely by the express provisions of this Trust Deed and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in the same, and no implied covenants or obligations shall be read against the Trustee.

a. The Trustee may execute and perform any of its duties by or through attorneys, agents, receivers or employees but shall not be answerable for the conduct of any of the same who have been selected by it in accordance with the standard hereafter specified, and shall be entitled to advice of counsel concerning all matters hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed which shall be paid by Beneficiary and which shall be due from Trustor under the provisions of Paragraph 7 hereof. The Trustee may act upon the opinion or advice of any attorney. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action taken or omitted to be taken in good faith in reliance upon such opinion or advice. The Trustee shall not be liable for any error of judgment made in good faith by any of its officers or employees unless it shall be proved that the Trustee failed to ascertain pertinent facts to the standard hereafter set forth.

b. The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Trust Deed, upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is a Beneficiary, shall be conclusive and binding upon all Beneficiaries.

c. The permissive right of the Trustee to do things enumerated in the Trust Deed shall not be construed as a duty and it shall not be answerable for other than its gross negligence or willful default.

d. The Trustee shall be indemnified and held harmless against any loss, cost, claim or damage, including attorney's fees, incurred by it in its position as Trustee under this Trust Deed. Beneficiary shall promptly reimburse Trustee for any such indemnifiable expense, and shall provide a defense by independent counsel to Trustee in any suit brought against Trustee, or in contemplation of the same, which amounts shall be due from Trustor under the provisions of Paragraph 7 hereof.

e. The Trustee shall be under no obligation to exercise any of the powers vested in it by this Trust Deed at the request, order or direction of the Beneficiary, pursuant to the provisions of this Trust Deed, unless all Beneficiaries shall have offered to the Trustee adequate security against the costs, expenses and liabilities which might be incurred therein or thereby. Trustee may decline to act if it reasonably believes any action directed to be taken is in violation of law.

f. Beneficiary may appoint a successor Trustee at any time by filing for record in the office of the county recorder of each county in which the Property or some part thereof is located, a substitution of Trustee. From the time a substitution is filed for record, the new Trustee shall succeed to all the powers, duties, authority and title of the Trustee named herein and of any successor Trustee. Each substitution shall be executed and acknowledged and notice thereof shall be given and proof and notice thereof shall be given in the manner provided by law.

18. Technical Notes. This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, personal representatives, successors and assigns. Acceptance of any interest in the property by any party shall signify personal assumption of the obligations herein recited. All obligations of Trustor hereunder are joint and several. The term Beneficiary shall mean the owner and holder, including any pledgee, of the Note secured hereby. In this Trust Deed, whenever the context requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural. Headings of paragraphs have no substantive significance and are for convenience in reference only.

19. No Waiver by Act. The entering on and taking possession of the Property, the collection of rents, issues and profits or the proceeds of fire and other insurance policies or compensations or awards for the taking or damage of the property, and the application or release thereof shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

20. No Waiver by Failure to Act. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the written waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

21. Law. This Trust Deed shall be governed and construed according to the laws of the State of Nevada.

22. Final Document. All negotiations, preliminary agreements and representations are merged herein. This document is intended as the final and exclusive statement of the agreement of the parties. Amendment, modification or waiver of any term hereof may be made only in writing, subscribed by all the parties hereto.

23. Request for Notice. The undersigned Trustor and Beneficiary (at the notice address listed on the initial page of this instrument) request that a copy of any notice of default and of any notice of sale be mailed to him at the address hereafter set forth.

DATED this 20 day of April, 2012.

TRUSTOR:

  
DEVON MILLER

  
SHANNON MILLER

[Notary on Following Page]

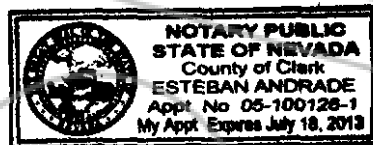




STATE OF NV )  
 ) ss.  
COUNTY OF Clark )

Subscribed and sworn to (or affirmed) before me this 20 day of April, 2012, by  
Devon Miller and Shannon Miller.

E. Andrade  
NOTARY PUBLIC  
Address: Moapa, NV  
My Commission Expires: 7-18-13



COPY



EXHIBIT "A"

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

PARCEL 1:

PARCEL NOS 3 AND 4 AS SHOWN ON PARCEL MAP CHARLOTTE W. MOSLEY, FILED IN THE OFFICE OF THE COUNTY RECORDER OF LINCOLN COUNTY ON MARCH 27, 1996 AS FILE NO. 105003, LOCATED IN A PORTION OF THE NORTH HALF OF BLOCK 53, PANACA TOWNSITE.

PARCEL 2:

A PARCEL OF LAND BEING DESCRIBED AS A PORTION OF THE SOUTH HALF OF PHILLIPS STREET, TOWN OF PANACA, WITHIN SECTION 9, TOWNSHIP 2 SOUTH, RANGE 68 EAST, M.D.B. M., LINCOLN COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 9;

THENCE NORTH 00°38'02" WEST, A DISTANCE OF 2023.50 FEET;

THENCE SOUTH 88°48'37" WEST, A DISTANCE OF 111.30 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY OF PHILLIPS STREET, AND THE SOUTHEAST CORNER OF THE ABANDONED AREA;

THENCE SOUTH 88°48'37" WEST , A DISTANCE 689.73 FEET TO THE SOUTHWEST CORNER OF THE ABANDONED AREA;

THENCE NORTH 01°11'23" WEST, A DISTANCE OF 45.37 FEET TO THE NORTHWEST CORNER OF THE ABANDONED AREA;

THENCE NORTH 88°48'37" EAST, A DISTANCE OF 307.30 FEET TO THE NORTHEAST CORNER OF THE ABANDONED AREA;

THENCE SOUTH 19°08'16" WEST, A DISTANCE OF 48.39 FEET TO THE SOUTHEAST CORNER OF THE ABANDONED AREA AND THE TRUE POINT OF BEGINNING.

NOTE : THE ABOVE METES AND BOUND DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED JULY 9, 1998 , IN BOOK 135, PAGE 532, AS INSTRUMENT NO. 111269