

Official RecordRecording requested By
FIRST AMERICAN TITLE COMPANY

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$43.00

Page 1 of 5

RPTT:

Recorded By: AE

Book- 279 Page- 0043

A.P. N.: 005-161-04

2441020 WB

Escrow No.: 13-01-0976-KSW



0143222

Mail tax bill to and when recorded mail to:
James G. and Mary A. Burns, Trustees of the
James G. and Mary A. Burns Trust PO Box 538
C/O US Loan Servicing
9670 W. Tropicana Avenue Suite 100
Las Vegas, NV 89147 89043

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 22ND day of MAY, 2013 between James H. Bourne III and Misty D. Bourne, husband and wife, as joint tenants, herein called GRANTOR OR TRUSTOR whose address is 7495 W. Azure Drive, Suite 120, Las Vegas, NV 89130, NEVADA TITLE COMPANY, a Nevada Corporation, herein called TRUSTEE, and James G. Burnes and Mary A. Burns Co-Trustees of the James G. and Mary A. Burns Trust, herein called BENEFICIARY, Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Lincoln County County, Nevada, described as:

**SEE LEGAL DESCRIPTION ATTACHED HERETO
AND MADE A PART HEREOF AS EXHIBIT "A".**

If all or any part of the Property is sold, conveyed, leased for a period longer than three (3) years, leased with an option to purchase, or otherwise sold, without the prior writtern consent of Seller, Seller may declare the balance of the Note, to be immediately due and payable. The creation of a subordinate lien, any conveyance under treat or order of condemnation, any deed solely between Purchasers, the passage of title by reason of the death of a Purchaser or by operation of law will not entitle Seller to exercise the remedies provided in this paragraph.

Any default under any lien superior to the lien securing the Note constitutes default under the deed of trust securing the Note.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining. 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 promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$150,000.00 executed by Trustor

in favor 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 thereon.

To Protect the Security of this Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (16) inclusive of the Deed of Trust recorded in the Book and at the page, or Document No. of Official Records in the Office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz:

County	Doc.No.	Book	Page	County	Doc. No.	Book	Page
Clark	413987	514		Washoe	407205	734	221
Churchill	104132	34 mtgs.	591	Lyon	88486	31 mtgs.	
Douglas	24495	22	415	Mineral	76648	16 mtgs.	534-537
Elko	14831	43	343	Nye	47157	67	163
Esmeralda	26291	3H deeds	138-141	Ormsby	72637	19	102
Eureka	39602	3	283	Pershing	57488	28	58
Humboldt	116986	3	83	Storey	28573	R mtgs.	112
Lander	41172	3	758	White Pine	128126	261	331-344
Lincoln	41292	0. mtgs.	467	Nye	47157	67	163

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions, and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in the Deed of Trust.

The parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be as required by beneficiary and with respect to attorney's fees provided by for covenant 7 the percentage shall be reasonable as determined by a court with jurisdiction.

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

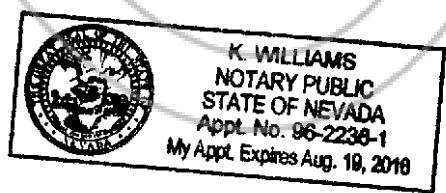
IN WITNESS WHEREOF, this instrument has been executed, on the date first set forth above.

James H. Bourne III
 James H. Bourne III

Misty D. Bourne
 Misty D. Bourne

State of Nevada }
 } ss:
 County of Clark }

This instrument was acknowledged before me on 5-22-13
 by James H. Bourne III and Misty D. Bourne



K. Williams
 NOTARY PUBLIC KWILLIAMS
 My Commission
 Expires: 8-19-2016

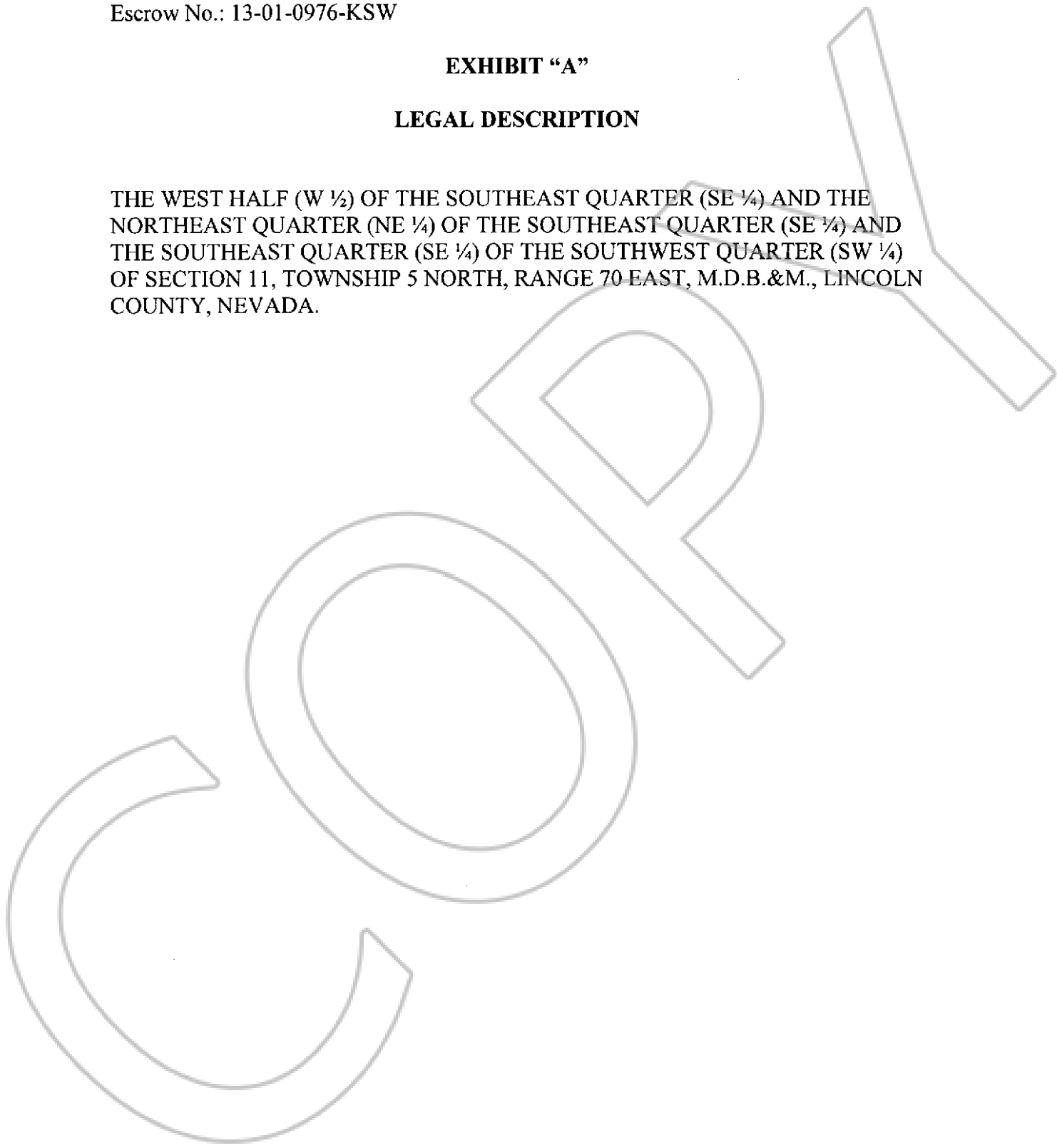


Escrow No.: 13-01-0976-KSW

EXHIBIT "A"

LEGAL DESCRIPTION

THE WEST HALF (W ½) OF THE SOUTHEAST QUARTER (SE ¼) AND THE
NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) AND
THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHWEST QUARTER (SW ¼)
OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 70 EAST, M.D.B.&M., LINCOLN
COUNTY, NEVADA.





The following is a copy of provisions (1) to (16) inclusive, of the Deed of Trust, recorded in each county in Nevada, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being part thereof as if set forth at length therein.

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

1. To properly care for and keep said property in good condition and repair; not to remove or demolish any building thereon; to complete in good and workmanlike manner any building which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws, ordinances and regulations requiring any alterations or improvements to be made thereon; not to commit or permit any waste thereof; not to commit suffer or permit any act to be done in or upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely proper manner, which, from the character or use of said property, may be reasonably necessary, the specific enumerations herein not excluding the general.

2. The **Grantor** agrees to pay and discharge all costs, fees and expenses of these Trusts, including costs of evidence of title and Trustee's fees in connection with sale, whether completed or not, which amounts shall become due upon delivery to Trustee of Declaration of Default and Demand for sale, as hereinafter provided.

3. The amount collected under any fire insurance policy shall be credited: first, to accrued interest; next to expenditures hereunder; and any remainder upon the principal, and interest shall thereupon cease upon the amount so credited upon principal; provided, however, that at the option of the Beneficiary, the entire amount collected under the policies or any part thereof may be released to the **Grantor**, without liability upon the Trustee for such release.

4. The **Grantor** promises and agrees that if, during the existence of the Trust there be commenced or pending any suit or action affecting said conveyed premises, or any part thereof, of the title thereto, or if any adverse claim for or against said premises, or any part thereof, be made or asserted, he will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.

5. Any award of damages in connection with any condemnation for public use of or injury to any 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 herein provided for disposition of proceeds of insurance.

6. Trustee shall be under no obligation to notify any party hereto of any pending sale hereunder or action or proceeding of any kind in which **Grantor**, Beneficiary and/or Trustee shall be named as defendant, unless brought by Trustee.

7. Acceptance by Beneficiary of any sum in payment of any indebtedness secured hereby, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as herein provided for failure so to pay.

8. Trustee may, at any time, or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the notes secured hereby for endorsement; and without affecting the personal liability of any person for payment of the indebtedness secured hereby for the effect of this Deed of Trust upon the remainder of said property; reconvey any part of said property, consent in writing to the making of any map or plan thereof; join in granting any easement thereon; or join in any extension agreement or subordination agreement in connection herewith.

9. Upon receipt of written request from Beneficiary reciting 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 its fees, the Trustee shall reconvey without warranty the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto".

(a) Should default be made by **Grantor** in payment of any indebtedness secured hereby and/or in performance of any agreement herein, then Beneficiary may declare all sums secured hereby immediately due by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and election to cause said property to be sold (which notice Trustee shall cause to be filed for record) and shall surrender to Trustee this Deed, the notes and all documents evidencing any expenditure secured hereby.

10. After three months shall have elapsed following recordation of any such notice of default, Trustee shall sell property at such time and at such place in the State of Nevada as the Trustee, in its sole discretion, shall deem best to accomplish the objects of these Trusts, having first given notice of such sale as then required by law. Place of sale may be either in the county in which the property to be sold, or any part thereof, is situated or at any office of the Trustee located in the State of Nevada.

(a) The **Grantor**, Pledgor and Mortgagor of the personal property herein pledged and/or mortgaged waives any and all other demands or notices as conditions precedent to sale of such personalty.



(b) Trustee may postpone sale of all, or any portion, of said property by public announcement at the time fixed by said notice of sale and may thereafter postpone said sale from time to time by public announcement at the time previously appointed.

(c) At the time of sale so fixed, Trustee may sell the property so advertised or any part thereof, either as a whole or in separate parcels at its sole discretion, at public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale and shall deliver to such purchaser a deed conveying the property so sold but without covenant or warranty, express or implied, Grantor hereby agrees to surrender, immediately and without demand, possession of said property to such purchaser.

11. Trustee shall apply the proceeds of any such sale to payment of: expenses of sale and all charges and expenses of Trustee and of these Trusts, including cost of evidence of title and Trustee's fee in connection with sale; all sums expended under the terms hereof, not then repaid, with accrued interest at the rate of ten percent (10%) per annum; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

12. The Beneficiary or assigns may, at any time, by instrument in writing appoint a successor or successors to the Trustee named herein or acting hereunder, which instrument, executed and acknowledged by beneficiary, and recorded in the Office of the County Recorder of the County or Counties wherein said property is situated, shall be conclusive proof of the proper substitution of such successor or trustee, who shall have all the estate, powers, duties and trusts in the premises vested in or conferred on the original Trustee. If there be more than one Trustee, either may act alone and execute the Trusts upon the request of the Beneficiary and his acts shall be deemed to be the acts of all Trustees, and the recital in any conveyance executed by such sole trustee of such requests shall be conclusive evidence thereof, and of the authority of such sole Trustee to act.

13. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

14. Trustee accepts these trusts when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

15. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural, and the term Beneficiary shall include any further holder, including pledgees, of the note secured hereby.

16. Where not inconsistent with the above, the following covenants, No. 1; 2 (\$ _____); 3; 4 (the same as the note secured hereby) 5; 6; 7 (reasonable as determined by a court with jurisdiction); 8; of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

REQUEST FOR FULL RECONVEYANCE
to be used only when note has been paid

To NEVADA TITLE COMPANY, 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 to you under the terms of said Deed of Trust to cancel all evidences of indebtedness, secured by this Deed of Trust, delivered to you herewith together 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.