

APN: 001-057-23
001-052-04

RECORDING REQUESTED BY:

Dylan V. Frehner, Esq.
P.O. Box 517
Pioche, Nevada 89043



DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 15 day of January, 2015, by and between Joseph David Smith and Kari Smith, husband and wife, as joint tenants with full right of survivorship, as "TRUSTOR", and DYLAN V. FREHNER, a licensed attorney, as "TRUSTEE", and Mike Fogliani, and Jo Fogliani, husband and wife as "BENEFICIARY". (It is distinctly understood that the words "Trustor" and "Beneficiary" and the word "his" referring to the Trust or Beneficiary, 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 context.)

WITNESSETH:

That said TRUSTOR hereby grants, conveys and confirms unto said TRUSTEE in trust with power of sale, the following described real property, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situate in the County of Lincoln, State of Nevada, to-wit:

All that certain real property situate in the County of Lincoln, State of Nevada, more particularly described as follows:

Parcel 1: That portion of Lot 69, Block 37, Town of Pioche, as shown upon map thereof recorded in the Recorder's Office, Lincoln County, Nevada described as follows:

Beginning at the Northwest corner of said Lot 69; thence Southeasterly along the Northerly line of said Lot 69, being the Southerly line of Highland Road, 21 feet; thence at right angles Southwesterly to the South line of said Lot 69, being on the Northeasterly line of Lime Avenue; thence Northwesterly along the Southerly line of said Lot 69, 20 feet to the Southwest corner of Lot 69; thence Northeasterly along the line between said Lots 69 and Lot 70 to the Northwest corner of said Lot 69, the point of beginning, except that part described as follows:



A parcel of land situated within said Block 37, of the Town of Pioche, Section 22, Township 1 North, Range 67 East, M.D.M., Lincoln County, State of Nevada, being the adjusted area as shown on the Record of Survey-Boundary Line Adjustment recorded November 15, 2004 in Book Plat C, Page 88 as file 123392, of the official records of the Lincoln County Recorder's Office, being more particularly described as follows: Beginning at the Northwest Corner of Lot 69 of said Block 37 being the Point of beginning; thence South 39°56'1" East along the westerly boundary of said Lot 69 being common with the easterly right-of-way of Lime Avenue a distance of 20.00 feet; thence North 37°56'37" east leaving said westerly boundary and right-of-way a distance of 101.96 feet to a point of intersection with the westerly right-of-way of Highland Road; thence South 49°15'16" West leaving said right-of-way a distance of 99.70 feet to the said Northwest Corner of Lot 69 and Point of Beginning.

Parcel 2: Lots 70 and 70-A, Block 37, Town of Pioche, as shown upon map thereof recorded in the Recorder's Office, Lincoln County, Nevada.

Parcel 3: The Southeasterly 10 feet of Lot 71, Block 37, Town of Pioche, as shown upon map thereof recorded in the Recorder's Office, Lincoln County, Nevada.

Note: Part of the above metes and bounds description appeared previously in that certain document recorded December 10, 2001, in Book 160, Page 280, File No. 117420.

Note: Part of the above metes and bounds description was prepared by Spencer W. Hafen, P.O. Box 540, 99 W. Hollywood, Pioche, Nevada 89043.

Parcel 4: Lots 23-26, Block 45, Town of Pioche, as shown upon map thereof recorded in the Recorder's Office, Lincoln County, Nevada.

Parcel's 1-3 are more commonly known as Assessor's Parcel No. 001-057-23. Parcel 4 is more commonly known as Assessor's Parcel No. 001-052-04.

TOGETHER WITH ALL AND SINGULAR the tenements, hereditaments and appurtenances thereunto belonging or anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title, and interest, homestead or other claim or demand, as well in law as in equity, which the TRUSTOR now has or may hereafter acquire, in or to the said premises or any part thereof, with the appurtenances.



As additional security, TRUSTOR hereby assigns all rents from such property and gives to and confers upon BENEFICIARY the right, power and authority, during the continuance of these Trusts, to collect the rents, issues, and profits of said property, reserving unto TRUSTOR the right, prior to any default by TRUSTOR in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues, and profits as they become due and payable.

Upon any such default, BENEFICIARY may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same less costs and expenses of operation and collection including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as BENEFICIARY may determine.

The entering upon and taking possession of said property, the collection of such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

In the event all or any part of the property secured by this Deed of Trust be sold, conveyed, transferred, or exchanged, then the Note of even date secured hereby shall become immediately due and payable at the option of the holder of said Note.

TO HAVE AND TO HOLD the same unto the said TRUSTEE and its successors, upon the trusts hereinafter expressed:

As security for the payment of EIGHTY ONE THOUSAND THREE HUNDRED DOLLARS AND SIXTY FOUR CENTS (\$81,300.64), in lawful money of the United States of America, and with expenses and counsel fees according to the terms of the Promissory Note or Notes for said sums executed and delivered by the TRUSTOR to the BENEFICIARY; such additional amounts as may be hereafter loaned by the BENEFICIARY or his successor to the TRUSTOR or any of them, or any successor in interest of the TRUSTOR, with interest thereon, and any other indebtedness or obligation of the TRUSTOR or any of them, and any present or future demands of any kind or nature which the BENEFICIARY, or his successor, may have against the TRUSTOR or any of them whether created directly or acquired by assignment; whether absolute or contingent; whether due or not, or whether otherwise secured or not, or whether existing at the time of the execution of this instrument, or arising thereafter; also as security for the payment and performance of every obligation, covenant, promise or agreement herein or in said note or notes contained.

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 and agrees to pay when due all claims for labor performed and materials furnished for any construction, alteration or repair upon the above- described premises; to comply with all laws affecting said property or relating to any alterations or improvements that may be made thereon; not to commit, suffer or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting said property.

SECOND: 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; 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 of said premises. If the above described property is farm land, TRUSTOR agrees to farm, cultivate and irrigate said premises in a proper approved and husbandmanlike manner.

THIRD: The following covenants, Nos. 1, 2 (\$250,000.00 amount of insurance), 3, 4 (interest 5.5% per annum), 5, 6, 7 (counsel fees 15%) and 8 of NRS 107.030, are hereby adopted and made a part of this Deed of Trust.

FOURTH: BENEFICIARY may, from time to time, as provided by statute, or by a writing, signed and acknowledged by him and recorded in the office of the County Recorder of the county in which said land or such part thereof as is then affected by this herein named, and thereupon, the TRUSTEE herein named shall be discharged and TRUSTEE so appointed shall be substituted as TRUSTEE hereunder with the same effect as if originally named TRUSTEE herein.

FIFTH: TRUSTOR 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.

SIXTH: The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.

SEVENTH: In the event of any tax or assessment on the interest under this Deed of Trust it will be deemed that such taxes or assessments are upon the interest of the



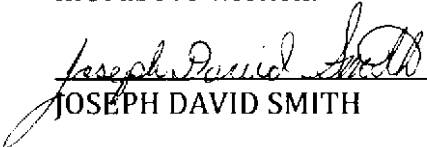
TRUSTOR, who agrees to pay such taxes of assessments although the same may be assessed against the BENEFICIARY or TRUSTEE.

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

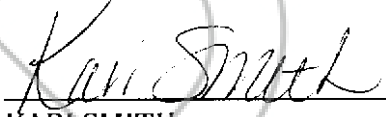
NINTH: In the event of a default in the performance or payment under this Deed of Trust or the security for which this Deed of Trust has been executed, any notice given under Section 107.080 NRS shall be given by registered letter to the TRUSTOR(S) at the address herein, P.O. Box 517, Pioche, Nevada 89043, and such notice shall be binding upon the TRUSTOR(S), and any Assignee(s), or Grantee(s) from the TRUSTOR(S).

TENTH: It is expressly agreed that the trusts created hereby are irrevocable by the TRUSTOR.

IN WITNESS WHEREOF, the TRUSTOR has executed these presents the day and year first above written.



JOSEPH DAVID SMITH

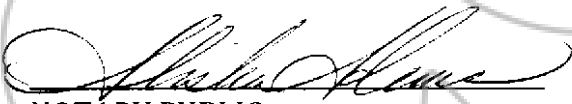


KARI SMITH

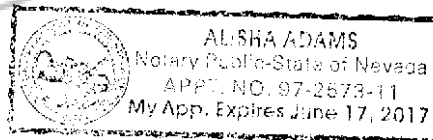
STATE OF NEVADA)
): ss.
County of LINCOLN)

On this 15 day of January, 2015, personally appeared before me, a Notary Public in and for said County and State, **JOSEPH DAVID SMITH**, known or proven to me to be the person described herein, who acknowledged to me that he executed the foregoing Deed of Trust freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



NOTARY PUBLIC





STATE OF NEVADA)
 : SS.
County of LINCOLN)

On this 15 day of January, 2015, personally appeared before me, a Notary Public in and for said County and State, **KARI SMITH**, known or proven to me to be the person described herein, who acknowledged to me that she executed the foregoing Deed of Trust freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.


NOTARY PUBLIC

