

WHEN RECORDED MAIL TO

Gregory J. Chachas  
P.O. Box 537  
Ely, Nevada

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RE-RECORDED DEED OF TRUST  
THIS DEED OF TRUST, Made this

8<sup>TH</sup> day of JUNE, 1966.

between FIRST BAPTIST CHURCH OF ELY, NEVADA

herein called TRUSTOR, whose address is:

Ely, Nevada

(Number and Street) (City) (Zone) (State)

GREGORY J. CHACHAS, ATTORNEY AT LAW, Ely, Nevada

~~and~~ herein called TRUSTEE, and

HOME MISSION BOARD OF THE SOUTHERN BAPTIST CONVENTION, a religious non-profit corporation of the County of Fulton and State of Georgia, herein called BENEFICIARY.

WITNESSETH; That Trustor **IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Eureka Nevada, County ~~of~~ described as:**

Township 21 North, Range 53 East, M. D. M.  
Section 10: 300 foot square lot in the  
N. W. corner of the NW $\frac{1}{4}$

All that certain land situate in the County of Eureka, State of Nevada, described as follows:

- Beginning at the northwest corner of Section, <sup>10</sup> Township 21 North, Range 53 East, M. D. B. & M.,
- Thence North 89° 58' East, 300 feet;
- Thence South 0° 10' West, 300 feet;
- Thence South 89° 58' West, 300 feet;
- Thence North 0° 10' East, 300 feet to the place of beginning containing 2,066 acres, more or less of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of said Section 10.

TOGETHER with the rent, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING:

- 1. Performance of each agreement of Trustor herein contained.
- 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 Three Thousand and No/100 - - - (\$ 3,000.00 ) Dollars, executed by Trustor in favor of Beneficiary or order.

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

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumeration herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

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; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay; at least ten days before delinquency all taxes and assessments affecting said property, including assessments on apartment water stock; when due, all incumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: 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 upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any incumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

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

(6) That any award of damages in connection with any condemnation for public use or injury to said 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 above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: recover any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary stating 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, Trustee shall recover, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

(10) That as additional security, Trustor hereby 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 use 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.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recording of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale either as a whole or in separate 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 of such time and place of sale, and from time to time thereafter may postpone such sale by public announcement of the time fixed by the postponing postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at seven per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) That Trustor, or if said property shall have been transferred, the then record owner, together with Beneficiary, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed and acknowledged by each and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded, and the name and address of the new Trustee. If notice of default shall have been recorded, this power of substitution cannot be exercised until after the costs, fees and expenses of the then acting Trustee shall have been paid to such Trustee, who shall endorse receipt thereon upon such instrument of substitution. The procedure herein provided for substitution of Trustees shall be exclusive of all other provisions for substitution, statutory or otherwise.

(13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

(15) SPECIAL COVENANT—That Trustor binds itself and covenants with Beneficiary that a part of the consideration causing Beneficiary to make this loan is the fact that Trustors is now conforming to the doctrines and practices of Baptist Churches in harmony with an affiliating with the Southern Baptist Convention, and that in case Trustor shall at any time cease to conform to the doctrines and practices of Baptist Churches in harmony with and affiliating with the Southern Baptist Convention, or in case the organic substance of Trustor shall cease, or in case its house of worship and/or the land upon which it is situated as above described, and the additional property herein described, and on which this Deed or Trust is created as above set forth, be abandoned or shall cease to be used as a house or place of Baptist worship as above set forth; or in case same shall be sold by Trustor or by legal process or otherwise, without the written consent of Beneficiary, then in each and every such case and event, Trustor binds itself to pay to Beneficiary, its successors and assigns, or order, the unpaid principal of the note or notes, with accrued interest within 60 days after written demand has been made upon Trustor by Beneficiary, its successors or assigns.

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 hereinbefore set forth.

FIRST BAPTIST CHURCH OF ELY, NEV. FIRST BAPTIST CHURCH OF ELY, NEVADA  
(Name of Trustor—Church)

BY Kenneth J. Burton  
BY W. C. Ooley  
BY Ben E. Felts, Sr.

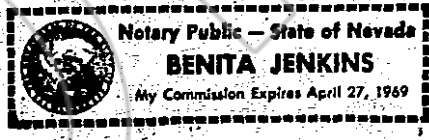
By Kenneth J. Burton (Seal)  
By W. C. Ooley (Seal)  
By Ben E. Felts, Sr. (Seal)

Dated this 15 day of August 1966

STATE OF NEVADA  
COUNTY OF White Pine

On August 15, 1966  
personally appeared before me, a Notary Public in and for said County and State, Kenneth J. Burton, W. C. Ooley  
and Ben E. Felts, Sr.  
to be the Officers known to

and me respectively of the Corporation that executed the foregoing instrument and upon oath, did depose that he is acquainted with the seal of said Corporation and that the seal affixed to said instrument is the Corporate seal of said Corporation; that the signatures to said instrument were made by officers of said Corporation as indicated after said signatures; and that the said Corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.



me, the undersigned, a Notary Public in and for said  
with J. Burton, W. C. Ooley

and Ben E. Felts Sr.

known to me to be the officers of the corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its \_\_\_\_\_

WITNESS my hand and official seal.

(Seal) Leo L. Curto  
Notary Public in and for said County and State



File No. 42198  
RECORDED AT THE REQUEST OF  
First Baptist Church  
July 5 A. D. 19 66  
at 06 minutes past 2 P. M.  
in Book 11 of OFFICIAL RECORDS  
Page 113-115 Records of  
EUREKA COUNTY, NEVADA  
Melvin A. DePaul  
Recorder  
Fee \$ 5.35

FILE NO. 42437  
Filed for record at the request of First Baptist Church  
August 15, 1966 at 36 minutes past 11 A. M. Recorded in  
Book 11 of Official Records, page 478-480 Records of EUREKA  
COUNTY, NEVADA.  
Fee \$ 5.35  
Melvin A. DePaul Recorder