

This is a master form of Deed of Trust authorized by NRS 111.353.

DEED OF TRUST WITH
ASSIGNMENT OF RENTS

This Deed of Trust, Made this _____ day of _____, 19__

Between _____

herein called Grantor or Trustor, whose address is _____
(Number and Street)

(City) (Zone) (State)

TRANSAMERICA TITLE INSURANCE COMPANY, a California corporation, herein called
Trustee, and _____

herein called Beneficiary,

Witnesseth: That Trustor Irrevocably Grants, Bargains, Sells and Transfers to
Trustee in Trust with Power of Sale, that real property in the _____
County of _____, State of Nevada, described as:

Together with all appurtenances thereunto belonging or in any wise appertaining, all fixtures
now or hereafter attached to or used in connection with the property herein described, and
all rents, issues and profits of said real property, SUBJECT, HOWEVER, to the right,
power and authority given to, and conferred upon, Beneficiary by Paragraph 5 of Part B of
the provisions hereinafter set forth to collect and apply such rents, issues and profits,
FOR THE PURPOSE OF SECURING:

1. Payment of the indebtedness evidenced by a promissory note, of even date
herewith, executed by Trustor, in the principal sum of _____ Dollars
(\$ _____) payable to Beneficiary or order.

2. Performance of each agreement of Trustor herein contained.

3. Payment of any additional sums and interest thereon which may hereafter be
loaned to the Trustor, or his successors or assigns. Such additional loans and interest
thereon shall be secured by this Deed of Trust only if made to the Trustor while he is
the record owner of his present interest in said property, or to his successors or assigns
while they are the record owners thereof, and such additional loans shall be evidenced
by promissory notes reciting that they are secured by this Deed of Trust.

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, GRANTOR OR TRUSTOR AGREES:

1. To keep said property in good condition and repair; not to remove or demolish any buildings 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 thereto; 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 enumerations 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. Any and all unexpired insurance, including any right to unearned premiums, shall inure to the benefit of, and pass to the purchaser of, the property conveyed hereby at any Trustee's sale held hereunder.

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 of Trust.

4. Should Trustor fail to make 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 thereof, 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.

B. IT IS MUTUALLY AGREED THAT:

1. Any award of damages in connection with any taking or condemnation, or for injury to the property by reason of public use, or for damages for private trespass or injury thereto, is assigned and shall be paid to Beneficiary as further security for all obligations secured hereby (reserving unto Trustor, however, the right to sue therefor and the ownership thereof subject to this Deed of Trust), and upon receipt of such moneys Beneficiary may hold the same as further security, or apply or release the same in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. 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.

3. At any time or from time to time, and without notice and without liability therefor, 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, and without affecting the security hereof for the full amount secured hereby on all property remaining subject hereto, and without the necessity that any sum representing the value or any portion thereof of the property affected by Trustee's action be credited on the indebtedness, Trustee may: (a) reconvey all or any part of said property; (b) consent to the making and recording, or either, of any map or plat of the property or any part thereof; (c) join in granting any easement thereon; (d) join in or consent to any extension agreement or any agreement subordinating the lien, encumbrance or charge hereof.

4. Upon written request of Beneficiary, and upon surrender of this Deed of Trust and all notes secured hereby to Trustee for cancellation, and upon payment of its fees and charges, Trustee shall reconvey, without warranty, the property then subject hereto. Any reconveyance, whether full or partial, may be made in terms to "the person or persons legally entitled thereto."

5. 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 sue 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.

6. 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 a written declaration of default and of a written notice of default and of election to cause to be sold said property, which notice of default Trustee shall cause to be recorded. Beneficiary shall also deposit with Trustee this Deed of Trust, the promissory notes secured hereby, 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 for the sale of real property under execution, Trustee, without demand on Trustor, shall sell said property or any part thereof at the time and place fixed by it in the 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 at the time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. In the event that any indebtedness secured hereby shall not have been fully

satisfied by the sale, Trustee may give notice of sale of any property not previously noticed for sale in the manner set forth above and sell the same in the manner set forth above.

Trustee shall deliver to the 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 said sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees 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 ten per cent per annum; all other sums then secured hereby; and the remainder, if any, to the persons or persons legally entitled thereto.

7. 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. The term Beneficiary shall mean the holder and owner, including pledgee, of the notes secured hereby, whether or not named as a beneficiary herein. 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.

8. Trustee accepts this Trust when this Deed of Trust, 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 proceedings in which Grantor or Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. Beneficiary, or its assigns, may from time to time, by instrument in writing signed and acknowledged by Beneficiary or its assigns, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument when recorded in the office of the County Recorder of the county or counties in which the property then subject hereto 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 names of the original Trustor, Trustee, and Beneficiary hereunder, the book and page where the Deed of Trust 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 said Trustee.

10. If two or more persons are designated as Trustee herein, either may act alone and execute the trusts upon the request of Beneficiary, and all his acts thereunder shall be deemed to be the acts of all Trustees, and the recital in any conveyance executed by such sole Trustee of such request shall be conclusive evidence thereof, and of the authority of such sole Trustee to act.

11. It is expressly agreed that the trust created hereby is irrevocable by Trustor.

12. No power or remedy of Trustee or Beneficiary hereunder is exclusive of any other power or remedy provided herein or by law, but each shall be cumulative and shall be in addition to every other power or remedy given hereunder, or now, or hereafter, given by law. Each such power or remedy may be exercised from time to time as often as may be deemed necessary or expedient.

13. 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 herein after adopted by reference.

14. The following Covenants, Nos. 1, 2 (\$ _____), 3, 4 (10%), 5, 6, 7 (_____%), and 8 of NRS 107.030, when not inconsistent with the other covenants and provisions herein contained, are hereby adopted and made a part of this Deed of Trust.

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

Signature of Trustor

After recording return to:
Transamerica Title Insurance Company
P. O. Box 1445
Sacramento, California
Attn: Mr. E. H. Schopp

RECORDED AT THE REQUEST OF Transamerica Title Insurance Co.
on June 17, 19 70, at 01 o'clock, 8 A. M.
Book 35 of OFFICIAL RECORDS, page 500-505 RECORDS OF
Page 6 52734 EUREKA COUNTY, NEVADA. William B. Roberts Recorder.
File No. 52734 Fee \$ 8.00

BOOK 35 PAGE 505