

54041
SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 31st day of December
A.D. 1970, by and between Herbert R. and Vilate Hawkins, (husband & wife)

As Trustor, and Title Insurance & Trust Company

a corporation duly organized and existing under and by virtue of the laws of the State of Nevada.
As Trustee, and FIRST NATIONAL BANK OF NEVADA, Reno, Nevada, a corporation organized and existing under
and by virtue of the laws of the United States of America, as Beneficiary. (It is distinctly understood that the words "Trustor"
and the word "his" referring to the Trustor, as herein used, are intended to and do include the masculine, feminine and neuter
gender 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 estate in the Town of Eureka,

County of Eureka, State of Nevada, to-wit:

Lots 1 & 2 of Block 14 and Lots 1 & 2 of Block 23, all in the Town of Eureka, Nevada.

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same except during continuance of house
default hereunder and during nonexistence of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the
name of my party hereto.

For the Purpose of Security: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note or even date hereinafter and any extension or renewal thereof, to the principal
sum of \$3,167.82, executed by Trustor in favor of Beneficiary or either. 3. Payment of such additional sums as may
hereafter be advanced for the account of Trustor or Assigns by Beneficiary with interest thereon.

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 Bene-
ficiary may claim this deed of trust as security.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: 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; not to remove or demolish
any buildings or other improvements situate thereon; and otherwise to protect and preserve the said premises and the im-
provements thereon and not to commit or permit any waste or deterioration of said buildings and improvements or of said
premises.

SECOND: The following covenants, Nos. 1, 2 (\$... - - - - amount of insurance) 3, 4 (interest 1% per
month) 5, 6, 7 (complaint fees 10%) and 8 of N. R. S. 107.031, are hereby adopted and made a part of this deed of trust.

THIRD: In the event of a deficiency after sale pursuant to the covenants incorporated herein, the Beneficiary has a
right to claim and collect such deficiency out of other property not otherwise exempt of the Trustor, by sale or otherwise,
together with costs incurred and a reasonable attorneys' fee.

FOURTH: The rights and remedies hereby granted shall not exclude any other rights or remedies granted herein
or by law, and all rights or remedies granted hereunder or permitted by law shall be concurrent and cumulative.

FIFTH: Trustor further agrees that the beneficiary may from time to time and for periods not exceeding one year,
in behalf of the Trustor renew or extend any promissory note issued hereby and said renewal or extension, shall be con-
clusively deemed to have been made when so endorsed on said promissory note or notes by the beneficiary in behalf of the
Trustor.

SIXTH: 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 agreed to pay such taxes or assessments although the same
may be assessed against the beneficiary or trustee.

SEVENTH: All the provisions of this instrument shall apply to, apply to, and bind the legal representatives, exec-
utors and assigns of each party hereto respectively.

EIGHTH: 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 107.020 N. R. S. shall be given by Certified Mail to
the trustor(s) addressed to Herbert R. or Vilate Hawkins, 517 11th St., Elko, Nevada 89001
and such notice shall be binding upon the trustor(s), assignee(s), or grantee(s) from the trustor(s).

NINTH: 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.

Herbert R. Hawkins
Herbert R. Hawkins
Vilate Hawkins

STATE OF Alaska
COUNTY OF Elko

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On the
Chittenden Ledge
Believe me
Concord at F.H.A.
Opposite Wm. C. H.

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CHARLOTTE L. HAWTHORPE
Hawthorpe, Calif. • San Joaquin
Elks Country, President
Commemorative May 21, 1913

known (or proved) to me to be the person I described in and who entered the enclosed instrument, who acknowledged to me that J.W. executed the same, freely and voluntarily, and for the uses and purposes therein mentioned.

I, WITNESS WHEREOF, I here batten set my hand and affixed my Official Seal at my office in the County of FLICK the day and year to this Certificate
of the above witness.

Charles L. Hartman

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Property Public in and for the County of PLAID, State of Nevada.
My examination expires May 26, 1973.

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

known to me to be the person . . . whose name . . . is subscribed to the within instrument, and acknowledged to me that . . . he . . . executed the same freely and voluntarily and for the uses and purposes therin mentioned.

In witness whereof, I have hereunto set my hand and affixed my
Official Seal at my office in the said County of _____
the day and year in this certificate first
above written.

Nitro Fable is used for the County of _____ State of Nevada
My Community Enriched _____ 19_____

<p>NEVADA STATE BANK AND TRUST COMPANY</p> <p>RECEIVED JULY 11, 1914</p>	<p>TO Mr. W. H. TAYLOR, TRUSTEE, FOR FIRST NATIONAL BANK OF NEVADA RENO, NEVADA</p>	<p>Beneficiary: A. D. 10..... FILED FOR RECORD AT THE REQUEST OF FIRST NATIONAL BANK OF NEVADA RENO, NEVADA</p>	<p>OFFICE A. D. 15..... Attn: Mr. Paul Clark Mr. J. V. Hall Page _____ of _____ and following Records of County, Nevada.</p>
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SEARCHED	INDEXED	SERIALIZED	FILED
AT THE REQUEST OF First National Bank of Nevada			
JAN. 20 1971		05	10 A.M.
WMA	38	14 OFFICIAL RECORDS FILED	335-336 RECORD OF
SIERRA COUNTY, NEVADA		<i>John Michael</i>	
NO. 16		5201	
SEARCHED		INDEXED	
SERIALIZED		FILED	
FEB 22 1971			
FBI - LAS VEGAS			