

**SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS**  
(Note not set out)

THIS DEED OF TRUST, made this 17<sup>th</sup> day of MAY, A.D., 1977, between  
NEVADA STAR AIRLINES, INC.

whose address is 2260 AIRPORT BLVD. SANTA ROSA, CA, herein called TRUSTOR,

herein called TRUSTEE, and  
MILTON B RICH Milton B Rich

herein called BENEFICIARY,  
WITNESSETH: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH  
POWER OF SALE, that property in \_\_\_\_\_ County, Nevada, described as:

(LEGAL DESCRIPTION) SEE ATTACHED EXHIBIT A

~~(If personal property is to be secured by Deed of Trust, the following should be added to the Deed of Trust:)~~

This Deed of Trust shall also constitute a security agreement on the personal property described herein and upon default the beneficiary-secured party may proceed against same under the provisions of NRS 104.9501-4 or alternatively in accordance with the rights and remedies in respect of the real property as provided herein.

TOGETHER WITH ALL APPURTENANCES in which Trustor has any interest, including water rights benefitting said realty, represented by shares of a company or otherwise; and,

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 (1) Promissory Note of even date herewith, and any extension or renewal thereof, in the principal sum of

FIFTY THOUSAND DOLLARS (\$50,000), 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 of this Deed of Trust, that provisions numbered (1) to (16) inclusive of the Master Form Deed of Trust, recorded on the 1st day of November, A.D. 1967, in Book 832 as Document No. 668675, \_\_\_\_\_, of the Official Records in the Office of the County Recorder of Clark County, Nevada, and recorded on March 23, 1972 as Document No. 32065, Book 156, page 130 in the Office of the Nye County Recorder, Nye County, Nevada are each and all hereby incorporated herein by reference 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 this Deed of Trust.

The parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be \$ N/A, and with respect to attorneys' fees provided for by covenant 7 the percentage shall be N/A %.

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.

Charles Hicken  
SECRETARY

Nick Illia  
PRESIDENT

STATE OF NEVADA  
COUNTY OF EUREKA } ss.

On this 17<sup>th</sup> day of MAY, A.D., 1977, before me, the undersigned, a Notary Public in and

for said County and State, personally appeared \_\_\_\_\_


CHARLES HICKEN, Secretary  
NICK ILLIA, President

known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Michelle F. Carlsen  
NOTARY PUBLIC in and for said County and State.

ORDER NO. \_\_\_\_\_

WHEN RECORDED MAIL TO: \_\_\_\_\_

 MICHELLE F. CARLSEN  
Notary Public State of Nevada  
Eureka County  
My Commission Expires Dec. 27 1982

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E X H I B I T "A"

PARCEL 1: TOWNSHIP 20 NORTH, RANGE 53 EAST, M.D.B.&M.

Section 21: Lots 3,4,5,6, 12, 13, 14, and 15

PARCEL 2: TOWNSHIP 20 NORTH, RANGE 53 EAST, M.D.B.&M.,

Section 28: Lots 1, 2, 3, 4, 5, 6, 7, and 11

EXCEPTING THEREFROM all of the oil and gas as reserved in Patents from the United State of America.

FURTHER EXCEPTING THEREFROM 1/2 of all mineral rights, oil or gas lying on, in or over said land as reserved in Deed from Edwin C. Bishop and Leta B. Bishop, his Wife, recorded August 23, 1978, in Book 65, Page 317, Official Reserds, Eureka County, Nevada.

EXHIBIT A

RECORDED AT THE REQUEST OF Milton B. Rich  
on May 17 19 79 at 30 mins. past 2 P.M. In  
Book 70 of OFFICIAL RECORDS, page 279-280 RECORDS OF  
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder  
File No. 68307 Fee \$ 4.00

68307

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