

DEED OF TRUST

THIS DEED OF TRUST, made this 10th day of June, 1982, between DEAN HORN, "TRUSTOR", FIRST AMERICAN TITLE COMPANY OF NEVADA, "TRUSTEE", and CARMEN BALLIET, "BENEFICIARY".

W I T N E S S E T H:

The Trustor hereby grants, conveys, and confirms unto Trustee in trust with power to sell all that certain lot, piece, or parcel of land situate in the County of Eureka, State of Nevada, more particularly described as follows:

Lot 8 of Block 36, Crescent Valley Ranch
and Farms, Unit No. 1, Eureka County,
Nevada, as file No. 34083

TOGETHER WITH the tenements, hereditaments, and appurtenances, reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, interest, claim and demand which Trustor has or may acquire in said premises.

To secure the payment of a Promissory Note of even date herewith made by Trustor to Beneficiary in the total sum of FIVE THOUSAND ONE HUNDRED TWELVE DOLLARS (\$5,112.00), with interest, expenses, charges and attorney fees as therein provided and to secure payment and performance of every obligation and term of this instrument.

1. Covenants numbers 1, 2 (fair market value), 3, 4 (interest Twelve (12) percent), 5, 6, 7 (a reasonable attorney's fee), 8 and 9 of N.R.S. 107.030 are hereby adopted and made a part of this Deed of Trust.

2. Notwithstanding, any other provision contained herein if the buildings or improvements which are now or shall hereafter be erected on the premises which are the subject of this Deed of Trust shall suffer loss or be damaged by fire, the Trustor shall have the option to use the money from the

JACK B. AMES
ATTORNEY AT LAW
575 FIFTH STREET
P. O. BOX 1829
ELKO, NEVADA 89801

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insurance required by Covenant No. 2 of N.R.S. 107.030 to rebuild the said buildings and/or improvements or pay the Beneficiary the remaining unpaid balance of the note secured hereby and retain the remainder.

3. As additional security Trustor irrevocably gives to Beneficiary the right to collect the rents, issues and profits of the said property and of any personal property located thereon, with or without taking possession of the property. Reserving, however, to Trustor the right to possession and the right to collect the rents, issues and profits whenever there does not exist any default in performing the obligations secured hereby.

4. Should the Trustor be or become in default under any other Deed of Trust or other instrument constituting a lien on the aforesaid real property, the whole sum of the note secured hereby shall become immediately due at the option of the Trustee or Beneficiary.

5. In the event of default and the sale of the property hereby conveyed, Trustor promises to pay any deficiency between the amount realized on said sale and the obligations secured hereby and agrees that suit may be maintained for said deficiency.

6. Trustor agrees to pay and discharge all governmental and other liens or levies on said premises and to maintain the property and improvements thereon in the condition in which they now are, normal wear and tear excepted.

7. Neither any, nor any combination of the following shall adversely affect the rights of the Beneficiary or the Trustee hereunder, nor relieve any person from any obligation under this instrument or on the note secured hereby: extension of time for payment of any sum or sums; partial reconveyance; acceptance of any sum after the same is due, or after filing notice of breach and election to sell; joinder in granting any easement; joinder in any extension or subordination agreement.

8. Beneficiary shall be entitled to receive and apply upon the obligation secured hereby such sums as may be paid

in any eminent domain proceedings affecting the premises whether payment of said obligation is due or not, provided however, that Beneficiary shall not be entitled to receive said sum beyond the total amount of the obligation secured by this Deed of Trust.

9. The rights and remedies granted herein to Beneficiary and Trustee shall be concurrent and cumulative, and in addition to the rights and remedies granted by law.

10. Words used herein in any gender include all other genders, the singular includes the plural, and the plural the singular where appropriate.

11. The provisions herein shall bind and run in favor of the heirs, executors, administrators, successors, and assigns of the respective parties.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust the day and year first above written.

Dean Horn

DEAN HORN

STATE OF NEVADA)
COUNTY OF ELKO) ss.

On this 16th day of June, 1982, personally appeared before me, a Notary Public, DEAN HORN, who acknowledged to me that he executed the foregoing instrument.

RECORDED AT REQUEST OF
Jack B. Ames
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Marilyn C. Tipton
NOTARY PUBLIC

82 JUN 14 AM 11:06

OFFICIAL RECORDS
ELKO COUNTY, NEVADA
WALLIS A. DEPAUL - RECORDER
FEE 14.50
FEE 5.00



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