

DEED OF TRUST

THIS DEED OF TRUST, made this 23rd day of FEBUARY, 1982, by and between DONALD HICKS -AND- LANA HICKS HUSBAND AND WIFE - JOINT TENANTS, TRUSTORS, and COMSTOCK TITLE COMPANY, a Nevada corporation, TRUSTEE for COTTON BELT INSURANCE COMPANY, a TENNESSEE corporation, BENEFICIARY,

W I T N E S S E T H :

That TRUSTORS do hereby grant, bargain, sell, convey and confirm unto TRUSTEE, in trust with power of sale, all that certain property situate in the State of Nevada, County of DOUGLAS, and more particularly described as follows, to-wit:

ADDRESSED: 1316 WHEELER GARDNERVILLE, NEVADA. IN THE COUNTY OF DOUGLAS.

GARDNERVILLE ESTATES - RANCHO ESTATES.

LOT #25
BLOCK #"E".
UNIT #4.

-RECORDED IN THE COUNTY OF DOUGLAS - STATE OF NEVADA.

-IN THE DOUGLAS COUNTY RECORDERS OFFICE:

PAGE #1831
BOOK #478

AND ALSO, all the estate, interest, homestead or other claim, as well in law as in equity, which said TRUSTORS now have or may hereafter acquire in and to said property, together with all easements and rights of way used in connection therewith or as a means of access thereto, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the same under the said TRUSTEE and its successors, for the purpose of securing payment to the said BENEFICIARY of the monies due to and of all losses, damages, expenditures and liabilities suffered, sustained, made, or incurred by JOE ANDRE, hereinafter called the "Agent", or the BENEFICIARY (and as more fully set forth and described in a certain bail bond agreement, which agreement is made a part hereof by reference as though fully set forth herein) on account of, growing out of, or resulting from the execution of a certain bond in the face amount of \$ 13,500.00, on behalf of: KEVIN ALLEN LEE. in the matter of THE STATE OF NEVADA vs. KEVIN ALLEN LEE. and for which amounts in the matter set forth in the said Bail Bond Agreement, these presents are security.

IT IS AGREED AND CONDITIONED that a certificate signed by the BENEFICIARY or the AGENT at any time hereafter setting forth that the said bond has been declared forfeited or that a loss, damage, expenditure or liability has been sustained by the AGENT or BENEFICIARY on account of the aforesaid bond; the date or dates in amount or amounts of such loss, damages, expenditures

and/or liability; that payment has been demanded of the party or parties on whose behalf the aforesaid bond was or is about to be executed; and that such loss, damages, expenditures, or determined liability has not been paid to the BENEFICIARY or AGENT, shall be conclusive and binding on the TRUSTOR, and shall be the warrant of the TRUSTEE to proceed forthwith to foreclose and sell upon the security herein, and from the proceeds of sale (after deducting expenses including costs and search of evidence of title) pay to the BENEFICIARY the amount so certified, including interest at 12% per annum from demand to date of payment and attorneys fees.

IT IS FURTHER AGREED that upon delivery of said certificate to TRUSTEE, BENEFICIARY may declare all sums or obligations secured hereby 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 of cause to be sold said property, which TRUSTEE shall cause to be duly filed for record.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: TRUSTORS promise and agree to pay when due all claims for labor performed and materials furnished for any construction, alteration or repair upon the above-described premises, to comply with all laws affecting said property or relating to any alterations or improvements that may be made thereon, not to commit or permit waste thereon, not to commit, suffer or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting said property.

SECOND: TRUSTORS covenant to keep all buildings that may now or at any time be on said property during the continuance of this trust in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada, and as may be approved by BENEFICIARY, for such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust and shall be payable to BENEFICIARY in the amount of the unsatisfied obligation to BENEFICIARY hereby secured, and to deliver the policy to BENEFICIARY or to the collection agent of BENEFICIARY, and in default thereof, BENEFICIARY may procure such insurance and/or make such repairs, and expend for either of such purposes such sum or sums as BENEFICIARY shall deem proper.

THIRD: The following covenants Nos. 1, 3, 4 (interest 12%), 5, 6, 7 (counsel fees: reasonable), 8 and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust by reference.

FOURTH: TRUSTORS agree 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 hereinabove adopted by reference.

FIFTH: The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.

