DEED OF TRUST WITH ASSIGNMENT OF RENTS

WHEN RECORDED MAIL TO: P.O. Box 487

Minden, NV. 89423

<u>lst</u> THIS DEED OF TRUST, made this __ day of August ., 19<u>. 91</u>, between

JAMES M. HICKEY, AN UNMARRIED MAN

whose address is P.O. BOX 1420

MINDEN, NV.

herein called TRUSTOR,

(Number and Street)

(City)

(State)

WESTERN TITLE COMPANY, INC., A NEVADA CORPORATION

herein called TRUSTEE, and

D. GERALD BING, JR., A MARRIED MAN

herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the state of NEVADA

county of

DOUGLAS

, more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE

In the event the trustor sells, conveys or alienates the within described real property; or contracts to sell, convey or allenate; or is divested of title in any other manner without the approval of an assumption of this obligation by the beneficiary being first obtained, beneficiary shall have the right to declare the unpaid balance due and payable in full, irrespective of the maturity date expressed on the note secured hereby.

Togellier with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, subject, however, to the right of Beneficiary, during any period of default hereunder, and without waiver of such default, to collect said rents, issues and profits by any lawful means, and to apply the same, less costs and expenses of collection, to any indebtedness secured hereby.

For the purpose of securing (1) payment of the sum of \$100,000.00*** with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; and (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, Trustor agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (16) inclusive of the Deed of Trust recorded in the Book and at the page, or document No. of Official Records in the Office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz.:

COUNTY	DOCUMENT No.	BOOK	PAGE	and the same of th	COUNTY	DOCUMENT No.	BOOK 👢	PAGE *		COUNTY	DOCUMENT No.	BOOK	PAGE
Clark	413987	514			Humboldt	116986	3	· 83	1	Ormsby	72637	19	102
Churchill	104132	34 migs.	591 🦯		Lander	41172	3	758	1	Pershing	67488	28	88
Douglas	24495	22	415	Application of the same of the	Lincoln	41292	O migs.	467	1	Storey	28573	R migs.	112
Elko	14831	43	343	1	Lyon	88486	31 migs.	449	· //	Washae	407205	734 Tr. Deed	221
Esmeralda	26291	311 deeds	138-141	/	Mineral	7664B	16 migs.	534-537	V V	White Pine	128126	261 3	341-344
Eureka	39602	3	283		Nye	47157	67	163	N 3				

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein 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.

Beneficiary or the collection agent appointed by Beneficiary may charge a fee of not to exceed \$25.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby

The parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be in an amount equal to the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust, and with respect to attorney's fees provided for by covenant 7 the percentage shall be a reasonable percentage.

THIS DOCUMENT IS BEING RECORDED AS AN ACCOMMODATION ONLY WITHOUT LIABILITY ON THE PART OF WESTERN TITLE COMPANY, INC. FOR THE SUFFICIENCY HEREOF OR FOR THE CONDITION OF TITLE.

The undersigned Tru	stor requests that a copy of any not	ice of default and any notice of sale hereunder	be mailed to him at hi	s address hereinbefore
set forth.			7	1

STATE OF NEVADA

COUNTY OF DOUGLAS

August 2, 1991

personally appeared

before me, a Notary Public, JAMES M. HICKEY

who proved to me that __ ho <u>:</u>_ executed the above instrument.

NOTARY PUBLIC

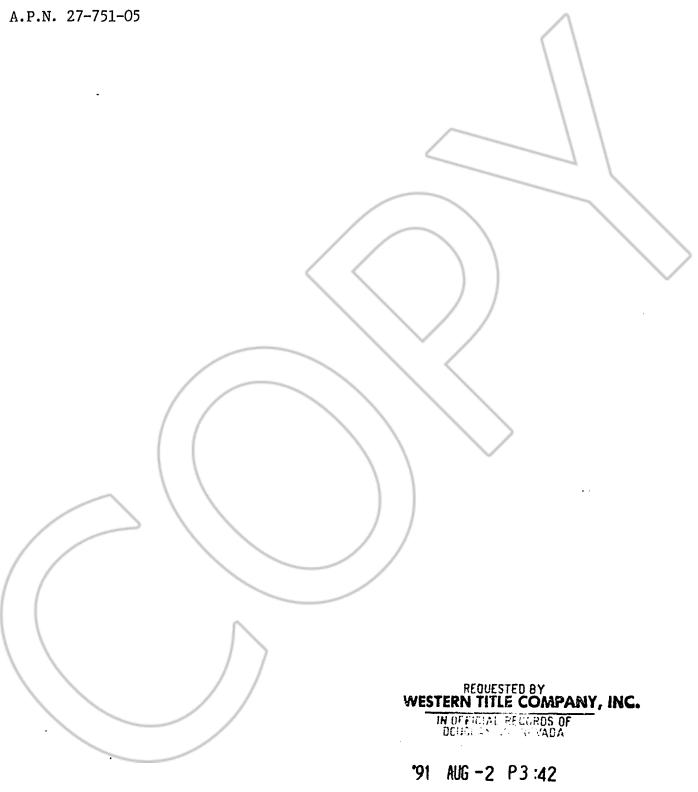
C. ACEVES NOTARY PUBLIC - NEVAD DOUGLAS COUNTS My Appt. Expires Aug. 14, 1994

256896

SIGNATURE OF TRUSTOR

EXHIBIT "A"

LOT 5, IN BLOCK A, AS SHOWN ON THE FINAL MAP OF PLEASANTVIEW SUBDIVISION PHASE I, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON APRIL 6, 1990, IN BOOK 490, PAGE 916, DOCUMENT NO. 223488.



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BOOK 891 PAGE 313