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KATHLEEN B. KELLY  
P.O. BOX 2607  
MINDEN, NV 89423

PERFORMANCE DEED OF TRUST

THIS PERFORMANCE DEED OF TRUST, made this 29 day of January, 1998, between MIKE ALLEN MOORE, hereinafter referred to as the "Trustor", KRISTINA KAY MOORE, hereinafter referred to as the "Trustee", and to KRISTINA KAY MOORE, hereinafter referred to as "Beneficiary".

WITNESSED

Trustor irrevocably grants to Trustee, in trust, with power of sale, an interest of Trustor's equal to the outstanding balance of the indebtedness referred to in Paragraph II(5) of the Marital Settlement Agreement, filed in Case Number 98-DI-0308, Ninth Judicial District of the State of Nevada in and for the County of Douglas, in the approximate amount of ~~\$7,004.40~~ <sup># 9965.15</sup>, in that certain real property located at 916 Caddoa, Elko, Nevada, described as follows:

Lot 2, Block 20, Tract 401, SPRING CREEK CORPORATION, according to the map thereof, filed in the office of the County Recorder of Elko County, Nevada, as File Number 67520.

In the event of default of any of the debt secured hereinunder, the Beneficiary has the right to cause to be collected, without waiver of such default, said rents, issue and/or cause the sale of the subject property to satisfy any such debt, by any lawful means, and to apply the same, including costs

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and expenses of collection, to any indebtedness secured hereby, for the purposes of securing each and every term, covenant and condition contained herein, in the event any creditor seeks to hold Beneficiary liable for any of said debt secured herein.

To protect the security of this Performance Deed of Trust, Trustor agrees:

1. He shall properly care for and keep said property in good condition and repair.
2. He shall pay and discharge all costs, fees and expenses which are secured by this trust, without any default by Trustor.
3. During the continuance of this trust, he shall keep all buildings that may now or at any time be on the property where said property is located in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to be at least in the sum of all obligations having priority over this buildings, whichever is less. Said insurance shall be payable to Beneficiary in an amount equal to the amount of any monetary loss suffered by Beneficiary as a result of the breach by Trustor of any provision of this deed of trust secured hereby. The policy or policies of said insurance shall be delivered to Beneficiary or to the collection agent of Beneficiary, as further security, 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

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Beneficiary shall deem necessary. The amount collected by Beneficiary under any fire or other upon any monetary loss suffered by Beneficiary as a result of the breach by Trustor of a provision of this Deed of Trust or of the Promissory Note secured hereby, or at the option of the Beneficiary, the entire amount so collected, or any part thereof may be released to Trustor. Such application or release shall not be deemed to cure or waive any default or notice of default or notice of default hereunder or invalidate any act done pursuant to such notice.

4. In the event any suit or action affecting said property or any part thereof, or the title thereto, or if any adverse claim for or against said property, or any part thereof, be made or asserted, during the existence of this trust; the trustor shall appear in and defend any and all such matters purporting to affect the security and will pay all costs and damages arising because of such action.

5. If any award of damages in connection with any condemnation for public use of, or injury to said property, or any part thereof, is hereby assigned and shall be paid to Beneficiary, who may apply or release such moneys, received by her in the same manner and with the same effect as herein provided for disposition of proceeds of insurance.

6. Trustor shall notify any party hereto of any pending sale of said property, whether such sale is by foreclosure or

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otherwise, or of any action or proceeding in which Trustor or Beneficiary or Trustee shall be a party.

7. At any time, without liability therefor and without notice to Trustor, upon written request of Beneficiary and presentation of this Performance Deed of Trust and the Decree of Divorce secured hereby for endorsement, and without affecting the personal liability of any person for performance of the obligation secured hereby or the effect of this deed of trust upon the remainder of said property, Trustee may reconvey any part of said property; consent in writing to making any map or plat thereof; join in granting any easement thereon, or join in any extension agreement or subordination agreement in connection herewith.

8. Upon receipt of written evidence satisfactory to the Beneficiary, establishing that the debts secured hereby have been fully paid and performed, satisfied and discharged or the Trustor has been released from any and all liability therefor, upon payment of such sums due and owing, the Deed of Trust then held hereunder shall be reconveyed, without warranty. The recitals in such reconveyance of any matters of act shall be conclusive proof of the truth thereof. In order to facilitate the Trustee's actions, upon execution of this Performance Deed of Trust, the Beneficiary shall execute and deliver to Trustee a Request for Reconveyance directed to the Trustee, which the Trustee is

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empowered to utilize without further notice to Beneficiary to effect the provisions of this Paragraph.

9. In the event the Trustor defaults in any term, condition or covenant of the obligations secured hereby, and the Beneficiary is thereafter held liable for any debts secured herein, Beneficiary may record this deed and proceed to exercise the remedies herein provided.

10. The Nevada Revised Statues 107.030 et seq. are hereby added and made a part of this Performance Deed of Trust, except where inconsistent with the provisions hereinunder.

11. In the event any deficiency arises after the sale held in accordance with the provisions of the covenants hereinabove, the Trustor shall remain liable to the Beneficiary and any and all creditors and shall solely be responsible for the repayment of any such outstanding debt.

12. This Performance Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. It is hereby expressly agreed that the Trust created hereby is irrevocable by Trustor.

13. The Trustee accepts this trust, when this Performance Deed of Trust, duly executed and acknowledged, is made a public record as provided by law reserving, however, unto the Trustee, the right to resign from the duties and obligations imposed

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wherein whenever Trustee, in its sole discretion, deems such resignation to be in the best interest of the Trustee. Written notice of such resignation shall be given to Trustor and Beneficiary.

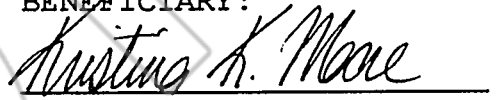
14. In this Performance Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural and the plural includes the singular. The term "Beneficiary" includes any future holder of the sums hereby secured. The Term "Trustor," includes the term "Guarantor".

IN WITNESS WHEREOF, the Trustor has hereunto caused the execution of this Performance Deed of Trust the day and year first above written.

TRUSTOR:

  
MIKE ALLEN MOORE

BENEFICIARY:

  
KRISTINA KAY MOORE

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ACKNOWLEDGMENTS

STATE OF NEVADA )  
 ) ss  
COUNTY OF Washoe )

On this 29<sup>th</sup> day of January, 1998<sup>9</sup>, before me the undersigned, a Notary Public, personally appeared MIKE ALLEN MOORE, who acknowledged to me that he executed the foregoing instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official Seal the day and year in this Certificate first written above.

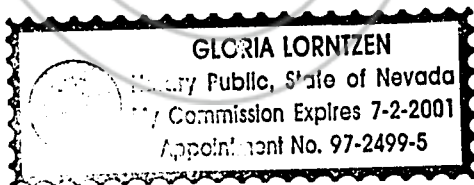
Randi M. Jensen  
NOTARY PUBLIC



STATE OF NEVADA )  
 ) ss  
COUNTY OF Douglas )

On this 18 day of May, 1998<sup>9</sup>, before me the undersigned, a Notary Public personally appeared KRISTINA KAY MOORE, who acknowledged to me the he executed the foregoing instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this Certificate first written above.



Gloria Lortzen  
NOTARY PUBLIC

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COPY

REQUESTED BY  
Kathleen B Kelly  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA

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LINDA SLATER  
RECORDER

\$ 14.00 PAID ks DEPUTY

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