DOC# 218614
09/19/2011 05:00PM
Official Record
Requested By
STEWART TITLE OF NEVADA RENO
Eureka County - NV
Mike Rebaleati - Recorder
Page: 1 of 20 Fee: $58.00
Recorded By FS RPTT: $0.00
Book- 0521 Page- 0237

0218614

APN: 001-221-07
Escrow No. 1038511-SH
The undersigned hereby affirms that this document, including any exhibits, hereby submitted for recording DOES NOT contain the social security number of a person or persons as required by law.

MULTIFAMILY DEED OF TRUST AND SECURITY AGREEMENT AND FIXTURE FILING WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST AND SECURITY AGREEMENT AND FIXTURE FILING WITH ASSIGNMENT OF RENTS ("Agreement") is made this 13th day of September, 2011, by and among **NEVADA RURAL HOUSING AUTHORITY, a local government entity created and organized under Nevada Revised Statutes Chapter 315,** as trustor and debtor ("Trustor"), whose address is: 3695 Desatoya Drive, Carson City, Nevada 89701, **STEWART TITLE OF NEVADA HOLDINGS, INC.,** a Nevada corporation, whose address is: 1070 Caughlin Crossing, Reno, Nevada 89519, as trustee ("Trustee"), and **EUREKA COUNTY, NEVADA, a political subdivision of the State of Nevada,** as beneficiary and secured party ("Beneficiary"), whose address is: 10 South Main Street, P.O. Box 677, Eureka, Nevada 89316.

WITNESSETH:

1. Grants. For good and valuable consideration, Trustor hereby irrevocably and unconditionally grants, transfers and assigns to Trustee, in trust, with power of sale, all that certain real property located in Eureka County, Nevada, as more particularly described in **Exhibit A** attached hereto and incorporated herein ("Land"), together with all right, title and interest of Trustor in all buildings and improvements now located or hereafter to be constructed thereon, including the Housing Units (below defined) (collectively "Improvements"), the Appurtenant Rights and Easements and the Proceeds of the Land, Improvements and Appurtenant Rights and Easements, all as more particularly described below (collectively, "Real Property"), and further grants, assigns and transfers to Beneficiary a security interest in the Personal Property and the Proceeds of the Personal Property, as more particularly described below;

"Appurtenant Rights and Easements" means, collectively, any and all interests, claims, or rights which Trustor may hereafter acquire in the Real Property, and all right, title and interest of Trustor in the appurtenances, hereditaments, privileges, reversions, remainders, profits, easements, franchises and tenements thereof;

"Housing Units" means all right, title and interest of Trustor now held, or hereafter acquired, in ten (10) buildings constituting fifty (50) modular townhome style housing units, manufactured by Guerdon Enterprises, LLC, Serial Numbers 4109 through 4118, inclusive, wherever said units are

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The undersigned hereby affirms that this document, including any exhibits, hereby submitted for recording DOES NOT contain the social security number of a person or persons as required by law.

Recorded Electronically
ID 218614
County Eureka
Date 9-19-11 Time 3:00pm
Simplifile.com 800.460.5657

MULTIFAMILY DEED OF TRUST AND SECURITY AGREEMENT AND FIXTURE FILING WITH ASSIGNMENT OF RENTS

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WITNESSETH:

1. Grants. For good and valuable consideration, Trustor hereby irrevocably and unconditionally grants, transfers and assigns to Trustee, in trust, with power of sale, all that certain real property located in Eureka County, Nevada, as more particularly described in **Exhibit A** attached hereto and incorporated herein ("Land"), together with all right, title and interest of Trustor in all buildings and improvements now located or hereafter to be constructed thereon, including the Housing Units (below defined) (collectively "Improvements"), the Appurtenant Rights and Easements and the Proceeds of the Land, Improvements and Appurtenant Rights and Easements, all as more particularly described below (collectively, "Real Property"), and further grants, assigns and transfers to Beneficiary a security interest in the Personal Property and the Proceeds of the Personal Property, as more particularly described below;

"Appurtenant Rights and Easements" means, collectively, any and all interests, claims, or rights which Trustor may hereafter acquire in the Real Property, and all right, title and interest of Trustor in the appurtenances, hereditaments, privileges, reversions, remainders, profits, easements, franchises and tenements thereof;

"Housing Units" means all right, title and interest of Trustor now held, or hereafter acquired, in ten (10) buildings constituting fifty (50) modular townhome style housing units, manufactured by Guerdon Enterprises, LLC, Serial Numbers 4109 through 4118, inclusive, wherever said units are

physically located, together with the substitutions, replacements, accessions and products thereof and pertaining thereto and all Proceeds of the Housing Units;

"Personal Property" means, collectively, all right, title and interest of Trustor now held, or hereafter acquired, in (A) the Housing Units, and (B) all equipment, machinery, fixtures, signs, chattels, furniture, furnishings and other articles of tangible personal property, and any additions to, substitutions for, changes in or replacements of the whole or any part thereof now or at any time hereafter affixed to, attached to, placed upon or used, or intended to be used, in any way in connection with the development, use, enjoyment, occupancy or operation of the Real Property or any portion thereof, including the Housing Units, all building materials and equipment now or hereafter delivered to the Real Property and intended to be installed in or about the same, and all inventory, deposit accounts, accounts receivable, general intangibles, contract rights, development and use rights, governmental approvals, permits, licenses, applications, architectural and engineering plans, specifications and drawings, architectural, engineering and construction contracts, chattel paper, instruments, documents, notes, drafts and letters of credit arising from or related to the Real Property and any business conducted thereon by Trustor and any other intangible personal property and rights relating to the Real Property or any part thereof or to the operation thereof or used in connection therewith, including, without limitation, tradenames and trademarks, and all Proceeds of the Personal Property;

"Proceeds" means, collectively, all right, title and interest of Trustor now held, or hereafter acquired, to all proceeds (including claims or demands thereto) from the conversion, voluntary or involuntary, of any of the Real Property or Personal Property into cash or liquidated claims, including, without limitation, proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments in lieu thereof made by any public body or decree by any court of competent jurisdiction for taking or for degradation of the value in any condemnation or eminent domain proceeding, and all causes of action and the proceeds thereof of all types for any damage or injury to the Real Property or Personal Property or any part thereof, including, without limitation, causes of action arising in tort or contract and causes of action for fraud or concealment of a material fact, and all proceeds from the sale thereof.

IN ADDITION, Trustor absolutely and irrevocably assigns to Beneficiary all right, title and interest of Trustor in and to (i) all leases, rental agreements and other contracts and agreements relating to use and possession of any of the Real Property (collectively, "Leases"), and (ii) the rents, issues, profits and proceeds therefrom together with all guarantees thereof and all deposits (to the full extent permitted by law) and other security therefor (collectively, "Rents"). The Real Property, Personal Property, Proceeds, Leases, Rents, and all other rights, titles, and interests of Trustor described above are hereinafter collectively referred to as the "Property".

2. Obligations Secured. Trustor makes this Deed of Trust for the purposes of securing:

a. Payment of all obligations evidenced by that certain promissory note ("Note"), made by Trustor payable to the order of Beneficiary in the principal sum of **FOUR MILLION SIX**

HUNDRED FIFTY SIX THOUSAND FIVE HUNDRED ELEVEN AND NO/100THS DOLLARS ($4,656,511.00);

b. Payment and performance of all obligations of Trustor under this Deed of Trust, including payment of all sums expended or advanced by Beneficiary hereunder, together with interest thereon at the rate specified herein, in the preservation, enforcement and realization of the rights of Beneficiary hereunder or under any of the other obligations secured hereby, including, but not limited to, attorney's fees, court costs, other litigation expenses and foreclosure expenses;

c. Payment and performance of all obligations of Trustor to Beneficiary under that certain Multifamily Grant Agreement ("Grant Agreement"), and any other Grant Documents (defined below);

d. Payment and performance of all future advances and other obligations that the then record owner of all or part of the Property may agree to pay or perform for the benefit of Beneficiary, when such obligation is evidenced by a writing which states that it is secured by this Deed of Trust;

e. Payment and performance of all modifications, extensions and renewals (if any) of one or more of the obligations secured hereby, including without limitation (i) modifications of the required principal payment dates or interest payment dates, deferring or accelerating payment dates wholly or partly, and (ii) modifications, extensions or renewals at a different rate of interest whether or not, in the case of a note or other contract, the modification, extension or renewal is evidenced by a new or additional promissory note or other contract; and;

f. Performance of each and every obligation of Trustor as lessor or lessee under any and all leases executed in connection with the Property.

All persons who may have or acquire an interest in the Property shall be deemed to have notice of, and shall be bound by, the terms of the Note, this Deed of Trust, and the Grant Agreement (collectively, "Grant Documents").

3. Assignment Of Leases And Rents. Trustor does hereby sell, assign and transfer unto Beneficiary all of the leases, rents, income and profits now due and which may hereafter become due under or by virtue of any lease, whether written or oral, or any agreement for the use or occupancy of the Property, it being the intention of Trustor and Beneficiary to establish an absolute transfer and assignment of all such leases and agreements, and all of the Rents and profits from the Property unto the Beneficiary, and the Trustor does hereby appoint irrevocably the Beneficiary its true and lawful attorney in its name and stead, which appointment is coupled with an interest, to collect all of said Rents and profits; provided, Beneficiary grants the Trustor the privilege to collect and retain such rents, income, and profits unless and until an Event of Default (as hereinafter defined) exists under this Deed of Trust. Upon the occurrence of an Event of Default, and whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale of the Property, or

during any period of redemption, and without regard to waste, adequacy of the security or solvency of the Trustor, the Beneficiary may revoke the privilege granted Trustor hereunder to collect the rents, issues and profits of the Property, and may, at its option, without or without notice, do any acts or things permitted herein or in Nevada Revised Statutes ("NRS") 107A.010, et seq., as the same may be amended from time to time.

a. Neither the assignment of the Leases and Rents set forth above nor any other provision of any of the Grant Documents shall impose upon Beneficiary any duty to produce Rents from the Property or cause Beneficiary to be (i) a "mortgagee in possession" for any purpose, (ii) responsible for performing any of the obligations of the lessor under any Lease, or (iii) responsible or liable for any waste by any lessees or any other parties, for any dangerous or defective condition of the Property, for any negligence in the management, upkeep, repair or control of the Property, or for any other act or omission by any other person. The foregoing assignment is an absolute assignment and not an assignment for security only, and Beneficiary's right to the Rents is not contingent upon its possession of the Property.

b. Trustor hereby directs each tenant of the Property, or any portion thereof, to pay such Rents to Beneficiary or Beneficiary's agent, and irrevocably appoints Beneficiary as its true and lawful attorney-in-fact, at the option of Beneficiary, at any time and from time to time, to demand, receive and enforce payment, to give receipts, releases and satisfactions and to use, in the name of Trustor or Beneficiary, for all such Leases and Rents and apply the same to the Secured Obligations; provided, however, Beneficiary confers upon Trustor the authority to collect and retain the Rents as they become due and payable, subject, however, to the right of Beneficiary to revoke said authority at any time after the occurrence of an Event of Default hereunder, and without taking possession of all or any part of the Property. Trustor shall not accept any deposit or prepayment of rental or lease payment in excess of one (1) month in advance. Beneficiary at any time may require that all deposits and prepayments be delivered to Beneficiary.

c. Trustor shall (i) fulfill or perform each and every condition and covenant of each Lease to be fulfilled or performed by the lessor thereunder, and (ii) enforce, short of termination thereof, the performance or observance of each and every covenant and condition thereof by the lessee thereunder to be performed or observed.

d. Trustor shall furnish to Beneficiary, within thirty (30) days after a request by Beneficiary, a written statement containing the names of all lessees of the Property, the terms of their respective Leases, the space occupied, and the rentals payable and received thereunder and a copy of each Lease.

4. Protection And Preservation Of Security. To protect the security of this Deed of Trust, Trustor agrees to the provisions of **Exhibit B**, which hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length, that it will observe and perform said provisions.

5. Notices. Any notices by either Party to the other Party required or desired to be given shall be in writing and shall be validly given or made only if (1) delivered personally by hand-delivery, or (2) deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, or (3) made by Federal Express or other similar delivery service which keeps records of deliveries and attempted deliveries, or (4) made by a confirmed transmission by facsimile machine or telecopy during the intended recipient's normal business hours. Service shall be deemed made on the first (1st) business day of attempted delivery or upon receipt, whichever is sooner, and addressed as follows:

If to NRHA:

For business related matters:
Nevada Rural Housing Authority
3695 Desatoya Drive
Carson City, Nevada 89701
Attn: D. Gary Longaker,
Executive Director
Tel: (775) 887-1042
Fax: (775) 887-1838

For matters relative to financial issues or concerns:
Nevada Rural Housing Authority
3695 Desatoya Drive
Carson City, NV 89701
Attn: C. J. Manthe, COO
Tel: (775) 887-1794
Fax: (775) 887-1838

With a copy to:

Jones Vargas
100 W. Liberty St., 12th Floor
P.O. Box 281
Reno, Nevada 89504-0281
Attn: Elizabeth Fielder, Esq.
Tel: (775) 786-5000
Fax: (775) 786-1177

If to County:

County of Eureka
P.O. Box 556
Eureka, Nevada 89316
Attn: Michael Rebaleati
Tel: (775) 237-5263
Fax: (775) 237-5614

With a copy to: Eureka County District Attorney
701 S. Main Street
P.O. Box 190
Eureka, Nevada 89316
Attn: Theodore Beutel, Esq.
Tel: (775) 237-5315
Fax: (775) 237-6005

Any Party may change its address for the purpose of receiving notices or demands as herein provided by written notice given in the manner specified above to the other Party, which notice of change of address shall not become effective, however, until the actual receipt thereof by the other Party.

6. Partial Release. Upon the creation of the Future Multifamily Parcel (as defined in the Multifamily Real Property Agreement and described in ¶500E and ¶500F of that Agreement), Beneficiary shall promptly cause the Future Multifamily Parcel to be released and reconveyed from the lien of this Multifamily Deed of Trust.

7. Future Advances. It is the intention of Trustor and Beneficiary that the Deed of Trust, as the same may be modified from time to time, is an "instrument" (as defined in NRS 106.330) which secures "future advances" (as defined in NRS 106.320) and which is governed pursuant to NRS 106.300 through 106.400. It is the intention of Trustor and Beneficiary that the obligations secured by the Note and Deed of Trust include the obligation of Trustor to repay "future advances" of "principal" (as defined in NRS 106.345), and that the lien of this Deed of Trust secures the obligation of Trustor to repay all such "future advances" with the priority set forth in NRS 106.370(1).

8. Miscellaneous.

a. The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to Trustor at the address set forth above.

b. BENEFICIARY HEREBY EXPRESSLY WAIVES THE RIGHT TO FORECLOSE THE LIEN OF THIS DEED OF TRUST NON-JUDICIALLY, AND AGREES TO FORECLOSE THE LIEN OF THE DEED OF TRUST SOLELY THROUGH JUDICIAL PROCESS.

IN WITNESS WHEREOF, this Deed of Trust has been duly executed and acknowledged by Trustor and Beneficiary as of the day and year first above written.

TRUSTOR:

NEVADA RURAL HOUSING AUTHORITY, a local government entity created and organized under Nevada Revised Statutes Chapter 315

Signed: Tom Cook

By: Tom Cook

Its: Chairman, Nevada Rural Housing Authority Board of Commissioners

Date: September 13, 2011, 2011.

BENEFICIARY:

EUREKA COUNTY, NEVADA, a political subdivision of the State of Nevada

Signed: Signed in Counterpart

By: Leonard J. Fiorenzi

Its: County Commission Chairman

Date: _____, 2011.

Attest: Signed in Counterpart
Jackie Berg, Clerk of the Board

STATE OF NEVADA)
)ss.
COUNTY OF CARSON CITY)

This instrument was acknowledged before me on September 13, 2011, by Tom Cook, as Chairman of the Board of Commissioners, Nevada Rural Housing Authority, a local government entity created and organized under Nevada Revised Statutes Chapter 315.

C.J. MANTHE
Notary Public - State of Nevada
My Appointment No. 06-108726-2
Expires: August 10, 2014

C.J. Manthe
Notary Public
My Commission Expires: August 10, 2014

IN WITNESS WHEREOF, this Deed of Trust has been duly executed and acknowledged by Trustor and Beneficiary as of the day and year first above written.

TRUSTOR:

NEVADA RURAL HOUSING AUTHORITY, a local government entity created and organized under Nevada Revised Statutes Chapter 315

Signed: Signed in counterpart

By: Tom Cook

Its: Chairman, Nevada Rural Housing Authority Board of Commissioners

Date: _____, 2011.

BENEFICIARY:

EUREKA COUNTY, NEVADA, a political subdivision of the State of Nevada

Signed: Leonard J Fiorenzi

By: Leonard J. Fiorenzi

Its: County Commission Chairman

Date: Sept. 15, 2011.

Attest: Jackie Berg
Jackie Berg, Clerk of the Board

STATE OF NEVADA)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2011, by Tom Cook, as Chairman of the Board of Commissioners, Nevada Rural Housing Authority, a local government entity created and organized under Nevada Revised Statutes Chapter 315.

_____
Notary Public
My Commission Expires: _____

STATE OF NEVADA)
)ss.
COUNTY OF Eureka)

This instrument was acknowledged before me on Sept. 15, 2011, by Leonard J. Fiorenzi, as County Commission Chairman of Eureka County, Nevada, a political subdivision of the State of Nevada.

KATHY BACON-BOWLING
Notary Public - State of Nevada
Appointment Recorded in Eureka County
No: 07-3652-8 - Expires May 11, 2015

Notary Public
My Commission Expires: May 11, 2015

STATE OF NEVADA)
)ss.
COUNTY OF Eureka)

This instrument was acknowledged before me on Sept. 15, 2011, by Jackie Berg, Clerk of the Board of Eureka County Commissioners, Eureka County, Nevada, a political subdivision of the State of Nevada.

KATHY BACON-BOWLING
Notary Public - State of Nevada
Appointment Recorded in Eureka County
No: 07-3652-8 - Expires May 11, 2015

Notary Public
My Commission Expires: May 11, 2015

EXHIBIT "A"

The land referred to herein is situated in the State of Nevada, County of Eureka, described as follows:

A parcel situate within the NE1/4 of Section 11, Township 19 North, Range 53 East, M.D.B.&M., Eureka County, Nevada, being more particularly described as follows:

Beginning at a point on the North line of the NE1/4 of said Section 11, from which the NE corner of said Section 11, being marked by a BLM brass cap monument stamped T19N R53E S2 S1 S11 S12 1989 1935", bears South 89°38'16" East, a distance of 1347.23 feet;

Thence leaving said line South 00°16'39" West, a distance of 181.72 feet;

Thence South 06°46'31" West, a distance of 86.55 feet;

Thence South 12°29'06" West, a distance of 92.71 feet;

Thence South 00°00'00" East, a distance of 163.33 feet;

Thence South 02°37'51" West, a distance of 146.37 feet;

Thence South 00°10'40" West, a distance of 489.81 feet;

Thence South 04°56'29" East, a distance of 179.40 feet;

Thence South 00°15'52" West, a distance of 180.09 feet;

Thence South 02°33'41" East, a distance of 93.92 feet;

Thence South 83°05'56" East, a distance of 81.47 feet;

Thence from a tangent which bears South 06°54'04" West, along a circular curve to the right with a radius of 475.00 feet and a central angle of 34°54'22" an arc length of 289.38 feet;

Thence South 41°48'26" West a distance of 38.71 feet;

Thence along a tangent circular curve to the right with a radius of 245.00 feet and a central angle of 36°52'20" an arc length of 157.67 feet;

Thence along a tangent circular curve to the right with a radius of 20.00 feet and central angle of 101°40'59" an arc length of 35.49 feet;

Thence North 89°38'15" West, a distance of 41.00 feet;

Thence South 00°21'45" West, a distance of 4.14 feet;

Thence along a tangent circular curve to the right with a radius of 20.00 feet and a central angle of 90°00'00" an arc length of 31.42 feet;

Thence North 89°38'15" West, a distance of 7.85 feet;

Thence North 00°15'32" East, a distance of 9.97 feet to the southwest corner of the SE1/4 of the NE1/4 of the SW1/4 of the NE1/4 of said Section 11, being marked by a BLM brass cap monument stamped "S11 C-E-W-NE 1/256 1989";

Thence North 00°15'32" East, a distance of 660.60 feet to the southwest corner of the SE1/4 of the SE1/4 of the NW1/4 of the NE1/4 of said Section 11, being marked by a BLM brass cap monument stamped "S11 C-E-W-NE 1/256 1989";

Thence North 00°18'02" East, a distance of 1320.63 feet to the northwest corner of the NE1/4 of the NE1/4 of the NW1/4 of the NE1/4 of said Section 11, being marked by a 5/8" rebar with cap stamped "PLS 6308";

Thence along the north line of the NE1/4 of said Section 11, South 89°38'16" East, a distance of 300.48 feet to the point of beginning.

Description prepared by:
Ryan G. Cook, P.L.S. 15224
Summit Engineering Corp.
5405 Mae Anne Ave.
Reno, Nevada 89523

EXHIBIT B

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, NRHA AS TRUSTOR AND GRANTOR AGREES:

1. To properly care for and keep said Property in good condition and repair, not to remove or demolish any building thereon; to complete in a good and workmanlike manner any building which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, ordinances and regulations requiring any alterations or improvements to be made thereon; not to commit or permit any waste thereof; not to commit, suffer, or permit any act to be done in or upon said Property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely and proper manner, which, from the character or use of said Property, may be reasonably necessary, the specific enumerations herein not excluding the general.

2. That if, during the existence of the Trust there be commenced or pending 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, he will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.

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

4. Trustee shall be under no obligation to notify any party hereto of any pending sale hereunder or of action or proceeding of any kind in which Grantor, Beneficiary and/or Trustee shall be named as defendant, unless brought by Trustee.

5. Acceptance by Beneficiary of any sum in payment of any indebtedness secured hereby, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as herein provided for failure so to pay.

6. Trustee may, at any time, or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the Note secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said Property: reconvey any part of said Property; consent in writing to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or subordination agreement in connection herewith.

7. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed of Trust and said Note to Trustee for cancellation and retention and upon payment of its fees, the Trustee shall reconvey without warranty the Property then held hereunder. The recitals in such reconveyances of any matters of fact shall be conclusive proof of the truth thereof. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto," and Trustee is authorized to retain this Deed of Trust and Note.

8. The Beneficiary or assigns may, at any time, by instrument in writing, appoint a successor or successors to the Trustee named herein or acting hereunder, which instrument, executed and acknowledged by Beneficiary, and recorded in the Office of the County Recorder of the County or Counties wherein said Property is situated, shall be conclusive proof of the proper substitution of such successor or trustee, who shall have all the estate, powers, duties and trusts in the premises vested in or conferred on the original Trustee. If there be more than one Trustee, either may act alone and execute the Trusts upon the request of the Beneficiary and Trustee's acts shall be deemed to be the acts of all Trustees, and the recital in any conveyance executed by such sole trustee of such requests shall be conclusive evidence thereof, and of the authority of such sole Trustee to act.

9. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

10. Trustee accepts these trusts when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

11. In this 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 term Beneficiary shall include any future holder, including pledgees, of the Note secured hereby.

12. Where not inconsistent with the above the following covenants, No. 1; 2 (full replacement value); 3; and 5 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

* * *