

Lincoln County

TO BDEI BY (7-57)

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this first day of May, 1973, between DAVID A. WITTS AND JEAN TRAVIS WITTS, husband and wife,

whose address is 1000 Empire Life Building, Dallas 75201, Texas, herein called TRUSTOR, (number and street) (city) (zone) (state)

Title Insurance and Trust Company, a California corporation, herein called TRUSTEE, and R.C. Gerlach & Lois Gerlach, husband and wife as joint tenants

Witnesseth: That TRUSTOR IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Lincoln County, Nevada, described as:

Township 6 North, Range 66 East, Mt. Diablo Meridian, Section 15: S1/2SW1/4 Section 22: W1/2NW1/4, NE1/4NW1/4 Section 16: SE1/4SE1/4 Section 27: W1/2NW1/4, N1/2SW1/4 SE1/4NW1/4 Section 21: E1/2NE1/4 Section 28: NE1/4SE1/4, E1/2NE1/4

Excepting 2 small parcels for power and telephone Township 5 North, Range 66 East, Mt. Diablo Meridian, Section 3: E1/2

Together with all water and water rights appurtenant thereto, and together with the improvements thereon, and subject to easements & reservation of record.

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$ 229,158.66 executed by Trustor in favor of Beneficiary or order. 3. Payment of such additional sums as may hereafter be advanced for the account of Trustor or Assigns by Beneficiary with interest thereon.

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.:

Table with columns: COUNTY, DOCUMENT No., BOOK, PAGE, COUNTY, DOCUMENT No., BOOK, PAGE, COUNTY, DOCUMENT No., BOOK, PAGE. Lists various counties and their respective document details.

(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.

The parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be \$ and with respect to attorneys' fees provided for by covenant 7 the percentage shall be %.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinafter set forth.

Texas STATE OF TEXAS COUNTY OF Dallas On May 1, 1973 DAVID A. WITTS and JEAN TRAVIS WITTS

Signatures of David A. Witts and Jean Travis Witts

who acknowledged that they executed the above instrument.

If executed by a Corporation the Corporation Form of Acknowledgment must be used.

Signature of Notary Public

Title Order No. SC20765 Escrow or Loan No.

THE FORM COMPLIANTS OF Title Insurance and Trust Company WHEN RECORDED MAIL TO Name George N. Larsen P.O. Box 844 Salt Lake City, Utah 84110

FILED AND RECORDED AT REQUEST OF Title Ins. & Trust Co. December 5, 1973 AT 1 MINUTE PAST 1 O'CLOCK P.M. IN BOOK 8 OF OFFICIAL RECORDS PAGE 640 LINCOLN COUNTY, NEVADA

BOOK 8 PAGE 640