

ST-25996-SL

4

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 7th day of September, 1976, between

Richard C. Lewis and Melanie Lewis, husband and wife,

whose mailing address is c/o P. O. Box 115, Moapa, Nevada 89025, herein called GRANTOR or TRUSTOR, (number and street) (city) (state) (zip code)

STEWART TITLE INSURANCE OF NEVADA, a Nevada Corporation, herein called TRUSTEE, and

WM. U. SCHOFIELD, JR. and FREEDA M. SCHOFIELD, husband and wife, as joint tenants

herein called BENEFICIARY,

WITNESSETH: THAT WHEREAS Trustor has borrowed and received from Beneficiary in lawful money of the United States the sum of TWENTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY and no/100-----(\$28,750.00)DOLLARS

and has agreed to repay the same, with interest, to Beneficiary in lawful money of the United States according to the terms of a promissory note of even date herewith, executed and delivered therefor by Trustor;

NOW, THEREFORE for the purpose of securing each agreement of the Trustor herein contained including payment of the said promissory note and of any money with interest thereon that may be advanced by or otherwise become due to Trustee or Beneficiary under the provisions hereof and for the purpose of securing payment of such additional sums as may be hereafter advanced for the account of Trustor by Beneficiary with interest thereon, Trustor irrevocably GRANTS AND TRANSFERS TO TRUSTEE, in TRUST WITH POWER OF SALE, all that property in Lincoln County, Nevada, described as:

PARCEL #2

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART THEREOF FOR LEGAL DESCRIPTION.

Note secured by this Deed of Trust payable at Las Vegas, Nevada, or as directed TOGETHER WITH all appurtenances in which Trustor has any interest, including water rights benefiting said realty whether represented by shares of a company or otherwise; and

TRUSTOR ALSO ASSIGNS to Beneficiary all rents, issues, and profits of said realty, 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.

TO HAVE AND TO HOLD SAID PROPERTY UPON AND SUBJECT TO THE TRUSTS AND AGREEMENTS HEREIN set forth to-wit:

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 (17) inclusive of the Deed of Trust, recorded in Book 730, as Document No. 586593, of Official Records in the Office of the County Recorder of Clark County.

(WHICH PROVISIONS 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 17, the amount of fire insurance required by covenant 2 shall be \$_____ and with respect to attorney's 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 hereinbefore set forth.

Signature of Trustor

Richard C. Lewis

Melanie Lewis

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

STATE OF NEVADA, ss.

COUNTY OF Clark

On October 6, 1976 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard C. Lewis and Melanie Lewis

known to me to be the person s described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

(Seal) Signature of Notary Public

Name (Typed or Printed)

Notary Public in and for said County and State

When Recorded mail to: Stewart Title Insurance, Collection Dept., 1701 W. Charleston Blvd., Las Vegas, NV 89102 Loan No. ST-25996-SL

SPACE BELOW THIS LINE FOR RECORDER'S USE

No. 58703

FILED AND RECORDED AT REQUEST OF Stewart Title Ins.

AT 1 MINUTES PAST 1 O'CLOCK

P.M. IN BOOK 18 OF OFFICIAL

RECORDS, PAGE 511 LINCOLN

COUNTY, NEVADA

County Recorder

EXHIBIT "A"

(Legal Description)

Situate in the County of Lincoln, State of Nevada, described as follows:

PARCEL NO. 2: That portion of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4), and the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 35, and that portion of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4), and the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 34, all in Township 4 South, Range 60 East, M.D.M., more particularly described as follows:

Proof Recd.

COMMENCING at the Northwest corner of said Section 35; thence South along the West line thereof a distance of 1750 feet, more or less, to a point, said point being 430 feet South or the Southwest corner of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section 35; said point also being the true point of beginning; thence East and parallel to the South line of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section 35 a distance of 210 feet to a point; thence North and parallel to the West line of said Section 35 a distance of 150.60 feet to a point; said point being 279.4 feet South of the South line of the Northwest Quarter (NW 1/4) of said Section 35; thence East to the point of intersection on the South line of the North 279.4 feet of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 35 to the point of intersection of the hereinabove referenced South line with the Northerly extension of an existing irrigation ditch; thence South along the centerline of said ditch to the point of intersection of the centerline of an existing irrigation ditch; thence West along said centerline of said ditch to the point of intersection of said centerline of ditch with the centerline of another irrigation ditch; thence South along the centerline of said ditch a distance of 250 feet to a point; thence West a distance of 925 feet to a point; said point also being the most Southwesterly corner of the herein described property; thence North a distance of 250 feet to a point; thence East along a line to the point of intersection of the Southerly extension of an existing irrigation ditch; thence North along the centerline of said ditch to a point being 430 feet South of the South line of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 34; thence East along said South line to the true point of beginning.