

ST-29298-SLCK

(2)

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 12th day of April, 1977, between LELWIN F. WILKINSON and VIVA S. WILKINSON, husband and wife, as joint tenants, herein called GRANTOR or TRUSTOR, whose mailing address is 341 View Drive, Las Vegas, Nevada, STEWART TITLE INSURANCE OF NEVADA, a Nevada Corporation, herein called TRUSTEE, and JOHN K. WRIGHT, Trustee under that certain trust agreement dated January 4, 1968, herein called BENEFICIARY,

WITNESSETH: THAT WHEREAS Trustor has borrowed and received from Beneficiary in lawful money of the United States the sum of THIRTY THOUSAND SIX HUNDRED AND NO/100 (\$30,600.00) 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 Clark County, Nevada, described as:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION, BY THIS REFERENCE MADE A PART HEREOF, AS THOUGH FULLY SET FORTH HEREIN.

This Deed of Trust is being Re-Recorded to include release provisions which were inadvertently omitted.

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: LELWIN F. WILKINSON and VIVA S. WILKINSON

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

STATE OF NEVADA, COUNTY OF Clark } SS.

On August 15, 1977 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Lelwin F. Wilkinson and Viva S. Wilkinson

known to me to be the persons 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: Cheryl A. Kozacki, Name (Typed or Printed): Cheryl A. Kozacki, Notary Public in and for said County and State.

ST-29298-SLCK When Recorded mail to: John K. Wright c/o Stewart Title of Nevada Loan No. SPACE BELOW THIS LINE FOR RECORDER'S USE

NOTARY PUBLIC STATE OF NEVADA County of Clark Cheryl A. Kozacki My Commission Expires May 15, 1981

No. 60187 FILED AND RECORDED AT REQUEST OF Stewart Title of Nev. August 23, 1977 AT 1 MINUTES PAST 1 O'CLOCK P.M. IN BOOK 21 OF OFFICIAL RECORDS, PAGE 517 LINCOLN COUNTY, NEVADA. County Recorder

EXHIBIT "A"

PARCEL #2-A

That portion of Section 16, Township 7 South, Range 61 East, M.D.M., more particularly described as follows:

COMMENCING at the West Quarter corner of said Section 16; thence East along the North line of the South Half (S 1/2) of said Section 16 to the centerline of a Creek, said point also being the TRUE POINT OF BEGINNING; thence Southeasterly along said centerline of Creek to the point of intersection of centerline of Creek with the centerline of an existing road; thence Northeasterly along centerline of said road to a point on the Southwesterly Right of Way line of U.S. Highway No. 93; thence Northwesterly along said Right of Way Line to a point on the North line of the South Half (S 1/2) of said Section 16; thence West along said line to the TRUE POINT OF BEGINNING.

PARCEL #2-B

A triangular parcel adjoining the one-quarter section line of said Section 16, and being a portion of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of said Section 16; described as follows:

Beginning at a point 130 feet West of the center of said Section 16, at the West fence line of U.S. Highway No. 93 and running West 735 feet along the one-quarter section line; thence North 44°30' East, a distance of 720 feet to said Highway fence; thence South 15° East along said fence line, a distance of 560 feet to the TRUE POINT OF BEGINNING.

Beneficiary agrees to release certain property located East of the old road when \$7,500.00 (including the down payment) has been paid. When the sum of \$20,000.00 has been paid (including the down Payment), 1/2 of the property, together with 1/2 of the water rights will be released. At the time of such releases, the parties will supply and approve the legal description for said releases.

No. **63491**
FILED AND RECORDED AT REQUEST OF
LandTitle of Nev., Inc.
Dec. 29, 1978
AT 1 MINUTES PAST 4 O'CLOCK
P. M. IN BOOK 28 OF OFFICIAL
RECORDS, PAGE 402 LINCOLN
COUNTY, NEVADA.

Bernard H. ...
COUNTY RECORDER