

Lincoln County

THIS DEED OF TRUST, made this 14th day of August 1978 between RICHARD H. GARDNER, a single man

herein called GRANTOR or TRUSTOR, whose mailing address is

LAND TITLE OF NEVADA INC. a NEVADA corporation, herein called Trustee, and JAMES LENGLE, DOUGLAS BRYANT, RAYMOND HALE and ROBERT GROESBECK

herein called BENEFICIARY. WITNESSETH: THAT WHEREAS Trustor has borrowed and received from Beneficiary in lawful money of the United States the sum of THIRTEEN THOUSAND FIVE HUNDRED SEVEN AND 78/100 (\$13,507.78) 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 thereto 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 hereafter be 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 EXHIBIT "A" attached hereto and by reference herein made a part hereof.

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 and incorporated herein by reference. The following covenants, Nos. 1, 2, 3, 4, 5, 6, 7, 8 and 9 of NRS 107.030 are hereby adapted and made a part of this deed of trust, EXCEPT ONLY that the amounts agreed upon by the parties to this instrument with respect to covenants Nos. 2, 4 and 7 incorporated by reference of such trusts and agreements is respectively as follows: Covenant No. 2, \$%; Covenant No. 4, %; Covenant No. 7, %. Such provisions so incorporated shall have the same force and effect as though specifically set forth and incorporated verbatim in this deed of trust.

THE UNDERSIGNED TRUSTOR REQUESTS that a copy of any notice of default and any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

IN WITNESS WHEREOF, Grantor has executed this instrument.

Signature of Trustor

Richard H. Gardner RICHARD H. GARDNER

STATE OF NEVADA, COUNTY OF Clark ss.

On this 4th day of December 1978

personally appeared before me, a Notary Public in and for said Clark County, Richard H. Gardner

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

WITNESS my hand and official seal. Jean Burroughs Notary Public in and for said County and State.

(If executed by a corporation, the corporation form of acknowledgment must be used.)

(NOTARIAL SEAL)



Notary Public - State of Nevada CLARK COUNTY Jean Burroughs My Commission Expires Sept. 30, 1981

Order No. 78-7743 BTL When Recorded, Mail to

No. 63494 FILED AND RECORDED AT REQUEST OF Land Title of Nev, Inc. Dec. 29, 1978

AT 1 MINUTES PAST 4 O'CLOCK P.M. IN BOOK 28 OF OFFICIAL RECORDS, PAGE 408 LINCOLN COUNTY, NEVADA.

County Recorder

EXHIBIT "A"

That portion of the South Half ($S\frac{1}{2}$) of Section 16, Township 7 South, Range 61 East, M.D.M., more particularly described as follows:

Beginning at the Southwest Corner of the Southeast Quarter ($SE\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) of said Section 16; thence North along the West line thereof, a distance of 1320 feet, more or less, to the Northwest Corner of said Southeast Quarter ($SE\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) thence East along the North line thereof, a distance of 297 feet, more or less to the intersection of the North line of the Southeast Quarter ($SE\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) with the centerline of an existing road; thence Northeasterly along said centerline of the road, a distance of 290 feet, more or less, to the intersection of said road with the centerline of a creek; thence Southeasterly along said centerline of the creek to a point on the South line of said Section 16; thence West along said South line a distance of 1850 feet, more or less, to the TRUE POINT OF BEGINNING.

Together with a right of way and easement with the right of ingress and egress over and across the following described parcel.

An Easement for ingress and egress over and across the Northwesternly ten (10) feet of the following described property.

That portion of the South Half ($S\frac{1}{2}$) of Section 16, Township 7 South, Range 61 East, M.D.M., more particularly described as follows:

COMMENCING at the Southwest Corner of the Northeast Quarter ($NE\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) of said Section 16; thence East along the South line of the Northeast Quarter ($NE\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) a distance of 297 feet, more or less, to the intersection of the South line of said Northeast Quarter ($NE\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) of said Section 16 with the centerline of an existing road; thence Northeasterly along said centerline of road to the point of intersection with the centerline of an existing creek; said point also being the TRUE POINT OF BEGINNING; thence continuing Northeasterly along said centerline of the road, and its extension thereof, a distance of 1056 feet, more or less, to a point on the Southwesterly Right of Way line of U.S. Highway No. 93; thence Southeasterly along said Right of Way line, a distance of 1023 feet, more or less, to the intersection of the Southwesterly Right of Way line of said Highway 93 with an existing fence line; thence Southwesterly along said fence line a distance of 858 feet, more or less, to the point of the centerline of creek; thence Northwesterly along said centerline of a creek a distance of 1056 feet, more or less, to the TRUE POINT OF BEGINNING.

Together with a right of way and easement with the right of ingress and egress over and across the following described parcel.

An easement for ingress and egress over and across the Southeasterly ten (10) feet of the following described property:

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 ($S\frac{1}{2}$) 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 ($S\frac{1}{2}$) of said Section 16; thence West along said line to the TRUE POINT OF BEGINNING.