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RECORDING REQUESTED BY

When Recorded Mail to
Nevada National Bank
 Real Estate Dept.
 P.O. Box 1866
 Las Vegas, Nevada 89101

No. **63605**

FILED AND RECORDED AT REQUEST OF
CHERMAC BUILDERS
JAN 25 1979

AT 10 O'CLOCK
 P.M. OF OFFICIAL
28
578 LINCOLN
 COUNTY, NEVADA

Everett S. McGhie, Jr.

DEED OF TRUST & ASSIGNMENT OF RENTS

THIS DEED OF TRUST, Made this 24th day of January, 1979 between
CHERMAC BUILDERS, a sole proprietorship
 whose address is 2204 Geronimo Way Las Vegas Nevada

herein called TRUSTOR, NFBACO, Inc., a Nevada corporation, herein called TRUSTEE, and NEVADA NATIONAL BANK, a National banking association, organized and existing under and by virtue of the laws of the State of Nevada, herein called BENEFICIARY. (It is distinctly understood that the word "Trustor" and the words "he", "his" or "him" referring to the Trustor, as herein used, are intended to and do include the masculine, feminine and neuter genders and the singular and plural numbers as indicated by the context.)

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with power of sale, that property in County, Nevada, described as:

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

The North Half (N1/2) of Lot One (1) in Block Forty-six (46) in the Town of Alamo, County of Lincoln, State of Nevada.

TOGETHER WITH, all and singular the tenements, hereditaments, and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, royalties and payments arising or accruing by reason of any oil, gas or mineral lease thereof, and installments of money payable pursuant to any agreement for sale of said property or any part thereof, SUBJECT, HOWEVER, to the right, power, and authority given to and conferred upon Beneficiary by paragraph (13) of the provisions incorporated herein by reference to collect and apply such rents, issues, profits, royalties, payments and installments of money as they become due and payable. It is specifically understood and agreed, without affecting the generality of the foregoing, that all gas, electric, heating, cooling, cooking, air-conditioning, refrigeration and plumbing appliances and equipment, which are now in or which may hereafter be attached to, or built in in any building or improvement now or hereafter on said real property, shall be deemed fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned.

FOR THE PURPOSE OF SECURING: 1. Payment of the sum of \$ 24,700.00 with interest thereon, according to the terms of a promissory note or notes of even date herewith, made by Trustor, payable to the order of the Beneficiary, and extensions or renewals thereof. 2. Payment of such additional sums with interest thereon as may hereafter be borrowed from the Beneficiary by the then record owner or owners of said property when evidenced by another Promissory note or notes. 3. Payment, with interest thereon, of any other present or future indebtedness or obligation of the Trustor (or any successor in interest of the Trustor to said property) to the Beneficiary, whether created directly or acquired by assignment, whether absolute or contingent, whether due or not, whether otherwise secured or not or whether existing at the time of execution of this Deed of Trust, or arising thereafter, when evidenced by promissory notes stating that said notes are secured hereby. 4. Performance of each agreement of Trustor herein contained.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the note or notes secured hereby, that he will observe and perform all provisions; that the note and other obligations therein referred to shall be deemed to mean the obligations secured by this Deed of Trust; that the property herein referred to shall be deemed to mean the property affected by this Deed of Trust; that the terms "Trustor", "Beneficiary", and "Trustee", as used therein shall be deemed to mean the Trustor, Beneficiary, and Trustee, respectively, under this Deed of Trust; and Trustor acknowledges that he has read the copy of said provision (1) to (17), inclusive, set forth on the reverse and understands the same.

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 herein-before set forth.

STATE OF NEVADA
 COUNTY OF Clark ss.
 On this 24th day of January, 1979,
 personally appeared before me, a Notary Public,
Everett A. McGhie, Jr. who acknowledged
 that he executed the above instrument.

SIGNATURE OF TRUSTOR
 CHERMAC BUILDERS, a sole proprietorship
 by: *Everett S. McGhie, Jr.*
 EVERETT S. MCGHIE, JR.

Lora M. Pitts
 NOTARY PUBLIC
 LORA M. PITTS

Lincoln County

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

(1) To keep said property in good condition and repair... to complete or restore promptly and in good and workable manner any building which may be destroyed or damaged... to pay when due all claims for labor performed and material furnished thereon...

(2) To provide and maintain in force at all times, fire and other types of insurance as may be required... to provide and maintain in force at all times, fire and other types of insurance as may be required...

(3) Should Trustor will convey, transfer, dispose of or further encumber said property... Should Trustor will convey, transfer, dispose of or further encumber said property...

(4) To pay at least 15 days before the date of any taxes and assessments affecting said property... To pay at least 15 days before the date of any taxes and assessments affecting said property...

(5) To insure the payment of taxes and assessments... To insure the payment of taxes and assessments which are now or hereafter may be levied upon the property...

(6) To accept payment of any sums so levied after its due date... To accept payment of any sums so levied after its due date, but Trustor does not waive its right either to require prompt payment...

(7) In any case from time to time with a liability Trustor and with a liability upon Trustor... In any case from time to time with a liability Trustor and with a liability upon Trustor...

(8) Upon written request of Beneficiary stating that all sums secured hereby have been paid... Upon written request of Beneficiary stating that all sums secured hereby have been paid...

(9) In the event of default in the payment of any of the sums secured by the Note... In the event of default in the payment of any of the sums secured by the Note...

(10) In the event of default in the payment of any of the sums secured hereby... In the event of default in the payment of any of the sums secured hereby...

(11) Beneficiary hereby agrees to indemnify Trustor... Beneficiary hereby agrees to indemnify Trustor from and against all claims, damages, losses, expenses and costs...

(12) Beneficiary hereby agrees to indemnify Trustor... Beneficiary hereby agrees to indemnify Trustor from and against all claims, damages, losses, expenses and costs...

(13) Beneficiary hereby agrees to indemnify Trustor... Beneficiary hereby agrees to indemnify Trustor from and against all claims, damages, losses, expenses and costs...

(14) Beneficiary hereby agrees to indemnify Trustor... Beneficiary hereby agrees to indemnify Trustor from and against all claims, damages, losses, expenses and costs...

(15) Beneficiary hereby agrees to indemnify Trustor... Beneficiary hereby agrees to indemnify Trustor from and against all claims, damages, losses, expenses and costs...