

Lincoln County

THIS DEED OF TRUST, made this 2nd day of October A.D. 1979 by and between Luis A. Vazquez and Georgianna Vazquez, husband and wife, As Trustor, and Nevada Title Company

a corporation duly organized and existing under and by virtue of the laws of the State of Nevada, Las Vegas, Nevada, a corporation organized and existing under and by virtue of the laws of the State of Nevada, as Beneficiary. (It is distinctly understood that the word 'Trustor' and the word 'his' 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 said Trustor hereby grants, conveys and confirms unto said Trustee in trust with power of sale, the following described real property situate in the City of Alamo, County of Lincoln, State of Nevada, to-wit: Commencing at the southwest corner of the NE 1/4 SW 1/4 of Section 5, Township 7 South Range 61 East, M.D.B. & M., thence running due east along the south line of said NE 1/4 SW 1/4 a distance of 910 feet, more or less, to the west line of Main Street at the northeast corner of Lot 1, Block 46, Alamo townsite, on file in the office of the county Recorder of said Lincoln County; running thence north 1°23' west along the west side of said Main Street and the projection thereof a distance of 640 feet, thence south 88°37' west a distance of 295 feet, thence south 1°23' east a distance of 100 feet to the true point of beginning; thence south 88° west a distance of 125 feet, thence south 1°23' east a distance of 100 feet, thence 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.

BANK OF NEVADA, INC. HENDERSON FIRST NATIONAL BANK OF NEVADA

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein 2. Payments of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$ 29,564.40, 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. Including Int.

Trustor grants to Beneficiary the right to record notice that this deed of trust is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations of the Trustor for which Beneficiary may claim this deed of trust as security.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: The trustor promises to properly care for and keep the property herein described in first class condition, order and repair; to care for, protect and repair all buildings and improvements situate thereon; not to remove or demolish any buildings or other improvements situate thereon; and otherwise to protect and preserve the said premises and the improvements thereon and not to commit or permit any waste or deterioration of said buildings and improvements or of said premises.

SECOND: The following covenants, Nos. 1, 2, (\$ 29,500.00 amount of insurance) 3, 4 (interest 1% per month) 5, 6, 7 (counsel fees 10%) and 8 of N.R.S. 107.030, are hereby adopted and made a part of this deed of trust.

THIRD: In the event of a deficiency after sale pursuant to the covenants incorporated herein, the Beneficiary has a right to claim and collect such deficiency out of other property not otherwise exempt of the Trustor, by suit or otherwise, together with costs incurred and a reasonable attorneys' fee.

FOURTH: The rights and remedies hereby granted shall not exclude any other rights or remedies granted herein or by law, and all rights or remedies granted hereunder or permitted by law shall be concurrent and cumulative.

FIFTH: Trustor further agrees that the beneficiary may from time to time and for periods not exceeding one year, in behalf of the Trustor renew or extend any promissory note secured hereby and said renewal or extension, shall be conclusively deemed to have been made when so endorsed on said promissory note or notes by the beneficiary in behalf of the Trustor.

SIXTH: In the event of any tax or assessment on the interest under this deed of trust it will be deemed that such taxes or assessments are upon the interest of the trustor, who agrees to pay such taxes or assessments although the same may be assessed against the beneficiary or trustee.

SEVENTH: All the provisions of this instrument shall inure to, apply to, and bind the legal representatives, successors and assigns of each party hereto respectively.

EIGHTH: In the event of a default in the performance or payment under this deed of trust or the security for which this deed of trust has been executed, any notice given under Section 107.080 N.R.S. shall be given by Certified Mail to the trustor(s) addressed to P.O. Box 318, Alamo, Nevada 89001 and such notice shall be binding upon the trustor(s), assignee(s), or grantee(s) from the trustor(s).

NINTH: It is expressly agreed that the trusts created hereby are irrevocable by the Trustor.

IN WITNESS WHEREOF, the Trustor has executed these presents the day and year first above written.

Luis A. Vazquez X [Signature]
Georgianna Vazquez X [Signature]

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

STATE OF NEVADA, COUNTY OF Clark, SS. On 10/2/79 Luis A. Vazquez personally appeared before me, a Notary Public, Luis A. Vazquez who acknowledged that he executed the above instrument.

FOR RECORDER'S USE ONLY WHEN RECORDED RETURN TO: Att'n: Daline First National Bank of Nevada P. O. Box 2066 Henderson, Nevada 89015

Signature [Signature] DALINE M. JANUIK Notary Public State of Nevada COUNTY OF CLARK My Commission Expires April 21, 1982

Notarial Seal STATE OF NEVADA, COUNTY OF Clark, SS. On 10/2/79 Georgianna Vazquez personally appeared before me, a Notary Public, Georgianna Vazquez who acknowledged that he executed the above instrument.

Signature [Signature] DALINE M. JANUIK Notary Public State of Nevada COUNTY OF CLARK My Commission Expires April 21, 1982 Notarial Seal

EXHIBIT "A"

CONTINUED

north 88°37' east a distance of 125 feet thence north 1°23' west a distance of 100 feet to the point of beginning.

Together with a non-exclusive easement 45 feet wide for a roadway and utilities, the center line of which is described as follows: commencing at a point in the west line of said Main Street and the projection thereof a distance of 662.50 feet bearing 1°23' west from said northeast corner of Lot 1, Block 46, running thence south 88°37' west a distance of 272.50 feet, thence south 1°23' east a distance of 200 feet to the point of ending.

x Ratarguerul.

x Georgiana Nazquez

65979

FILED AND RECORDED AT REQUEST OF
First National Bank of Nevada
OCT. 12. 1979
AT 1 MINUTES PAST 1 O'CLOCK
P.M. IN BOOK 33 OF OFFICIAL
RECORDS, PAGE 47 LINCOLN
COUNTY, NEVADA.

COUNTY RECORDER
Karen Terndson
Deputy Recorder