

Lincoln County

DEED OF TRUST

THIS DEED OF TRUST, made this 17 day of August 1981, between JAMES E. LOGAN and GENEVIEVE MARY LOGAN, husband and wife, and JOSE REUBEN GARZA and SILVINA M. GARZA, husband and wife, hereinafter referred to as "Trustors", and FIRST COMMERCIAL TITLE, INC., 690 East Plumb Lane, Reno, Nevada, hereinafter called "Trustee" and JAMES G. MORRISSEY and ANN MORRISSEY, husband and wife, and JEROME A. YOPPS and BETTY J. YOPPS, husband and wife, hereinafter referred to as "Beneficiaries".

WITNESSETH:

WHEREAS, Trustors are indebted to Beneficiaries in the sum of TEN THOUSAND DOLLARS (\$10,000.00), lawful money of the United States, and have agreed and by these presents do agree to pay said Beneficiaries the same thereon according to the terms of a certain Promissory Note executed and delivered therefor by Trustors to Beneficiaries.

NOW, THEREFORE, Trustors, for the purposes of securing the payment of said Promissory Note and principal and other provisions set forth herein, and also of all other monies herein agreed or provided to be paid by Trustors, or which may be paid out or advanced by Beneficiaries or Trustee under the provisions of this instrument, grants unto the Trustee all that certain real property situate, lying and being in the County of Lincoln, State of Nevada, and more particularly described as follows:

1. A parcel of land described as the E1/2 NW1/4 SW1/4 SE1/4 Section 30, Township 6 South, Range 61 East, excepting a 50 foot access easement along the northernmost portion.
2. A parcel of land described as the W1/2 NE1/4 SW1/4 SE1/4 Section 30, Township 6 South, Range 61 East, excepting a 50 foot access easement along the northernmost portion.

TOGETHER WITH ALL AND SINGULAR the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

This Deed of Trust will be and is security for payment in lawful money of the United States of any and all additional or future advances or loans which may be made by Beneficiaries to Trustors and any and all monies that may hereafter become due and payable from Trustors to Beneficiaries for any cause whatsoever, and shall also be security for any and all renewals of the debt of the Trustors to the Beneficiaries howsoever evidenced.

Trustors expressly covenant and agree that at all times during the term hereof, they will keep and maintain the above described real property and the buildings and improvements thereon in a good state of repair, and further that they will not make any alteration or alterations to said buildings or improvements which would in any way reduce or impair or tend to reduce or impair the value of the property transferred hereunder.

Lincoln County

1 Trustors expressly covenant and agree to pay all
2 reconveyance fees charged by the aforesaid Trustee at the time of
3 payment of the indebtedness secured hereby.

4 The following covenants and being Covenant No. 1;
5 Covenant No. 2, \$15,000.00; Covenant No. 3; Covenant No. 4, 12%;
6 Covenant No. 5; Covenant No. 6; Covenant No. 7, 12%; Covenant No.
7 8 and Covenant No. 9 of Nevada Revised Statutes 107.030, are hereby
8 adopted and made a part of this Deed of Trust.

9 In the event a default should occur hereunder,
10 Beneficiaries shall be entitled at any time, at their option,
11 to enter upon and take possession of said premises, or any part
12 thereof, and to do and perform such acts of repair or protection
13 as may be necessary or proper to conserve the value thereof and
14 to rent or lease the same or any part thereof for such rental,
15 term and upon such conditions as their judgment may dictate,
16 and to collect and receive the rents, issues and profits thereof,
17 which said rents, issues and profits, present and future, are
18 hereby assigned to Beneficiaries as further security, but which
19 assignment Beneficiaries agree not to enforce so long as Trustors
20 are not in default.

21 It is expressly agreed that, provided no unrescinded
22 notice of default under the terms of this Deed of Trust then
23 appears of record, partial reconveyances from the lien or charge
24 hereof may be had and will be given on any one or more of the
25 described lots at any time prior to the maturity of the note
26 secured hereby upon payment of an amount to apply on the principal
27 of the note.

28 This Deed of Trust is executed by Trustors and accepted
29 by Beneficiaries with the understanding and upon the express
30 condition that if Trustors should make default in the performance
31 by them of any of the covenants and agreements set forth herein,
32 then and in that event the full amount of the principal indebted-
ness secured hereby shall forthwith be and become wholly due and
payable at the option of Beneficiaries, notwithstanding the fact
that the same would not otherwise be due according to the terms
of the promissory note secured hereby.

Trustee is not obligated to notify any party hereto of
pending sale under any other Deed of Trust or of any action or
proceeding in which Trustors, Beneficiaries or Trustee shall be
a party unless brought by Trustee.

IN WITNESS WHEREOF, Trustors have executed these
presents the day and year first above written.

James E. Logan

JAMES E. LOGAN, Trustor

Genevieve Mary Logan

GENEVIEVE MARY LOGAN, Trustor

Jose Reuben Garza

JOSE REUBEN GARZA, Trustor

Silvina M. Garza

SILVINA M. GARZA, Trustor

Lincoln County

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STATE OF NEVADA)
COUNTY OF Lincoln) SS.

On this 17 day of January, 1981, personally appeared before me, a Notary Public, JAMES E. LOGAN and GENEVIEVE MARY LOGAN, husband and wife, who acknowledged to me that they executed the above instrument.

Marguerite P. Lamb
Notary Public

STATE OF NEVADA)
COUNTY OF) SS.

NOTARY PUBLIC
STATE OF NEVADA
County of Lincoln
Marguerite P. Lamb
My Commission Expires May 18, 1982

On this _____ day of _____, 1981, personally appeared before me, a Notary Public, JOSE REUBEN GARZA and SILVINA M. GARZA, husband and wife, who acknowledged to me that they executed the above instrument.

Notary Public

No. 71439

FILED AND RECORDED AT REQUEST OF
James Morrissey
FEB. 17, 1981
AT 45 MINUTES AND 9 O'CLOCK
A.M. OF 42 OF OFFICIAL
RECORD PAGE 379 LINCOLN
COUNTY, NEVADA.

Karin Anderson, Deputy
COUNTY RECORDER