

Lincoln County

THIS DEED OF TRUST, made this 17th day of November, 1979, between DWIGHT L. MILNER, a single man; GERALD R. MUSSER and CONNIE L. MUSSER.

_____ herein called GRANTOR or TRUSTOR, whose mailing address is _____

LAND TITLE OF NEVADA INC. a NEVADA corporation, herein called Trustee, and REION P. LEE, a widow

_____ herein called BENEFICIARY, WITNESSETH: THAT WHEREAS Trustor has borrowed and received from Beneficiary in lawful money of the United States the sum of SEVENTY THREE THOUSAND AND NO/100-----\$73,000.00----- 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 Trustor 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 LINCOLN County, Nevada, described as:

The Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 7, Township 2 South, Range ~~6~~ East, M. D. B. & M., 68 EXCEPTING THEREFROM railroad and highway right of way.

So long as the Trustors shall not be in default concerning any of the covenants contained herein or with respect to the payments due on the Promissory Note secured hereby, a partial reconveyance may be had and will be given from the lien or charge hereof of any one or more acres of the above described property upon payment of an amount equal to \$8,500.00 per acre released, in addition to the sums currently paid on the Note secured hereby. THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION.

TOGETHER WITH all appurtenances in which Trustor has any interest, including water rights benefitting 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 same 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 adopted 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. 1, \$ _____; 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: Dwight L. Milner, Gerald R. Musser, Connie L. Musser

STATE OF NEVADA, COUNTY OF Clark On this 24th day of January, 1980 personally appeared before me, a Notary Public in and for said County, Dwight L. Milner, Gerald R. Musser and Connie L. Musser known to me to be the person 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 herein mentioned. WITNESS my hand and official seal.

Patricia McCann 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 Patricia McCann My Commission Expires June 28, 1982

Order No. 79-14858-PM When Recorded, Mail to Land Title of Nevada Inc., 823 South Third Street, Las Vegas, Nevada 89101

No. 67377 FILED AND RECORDED AT REQUEST OF LAND TITLE OF NEV. INC JAN. 29, 1980 AT 25 MINUTES PAST 1 O'CLOCK P. M. IN BOOK 35 OF OFFICIAL RECORDS, PAGE 258 LINCOLN COUNTY, NEVADA. Spencer Selzer COUNTY RECORDER

BOOK 46 PAGE 553
BOOK 55 PAGE 253

Lincoln County

73632

No. 73632
FILED AND RECORDED AT REQUEST OF
LAND TITLE OF NEV.
OCT. 2, 1981
AT 1 MINUTES PAST 1 O'CLOCK
P M IN BOOK 46 OF OFFICIAL
RECORDS, PAGE 553 LINCOLN
COUNTY, NEVADA.

Guendula Setzer
COUNTY RECORDER