

Nevada National Bank
RECORDING REQUESTED BY
LV 214823 JT When Recorded Mail to
Nevada National Bank
Las Vegas Real Estate Department
P.O. Box 18415
Las Vegas, Nevada 89114

79923
FILED AND RECORDED AT REQUEST OF
TICOR Title Insurance
May 8, 1984
AT 5 MINUTES PAST 4 O'CLOCK
LINCOLN COUNTY, NEVADA, RECORDS
Guicho [Signature] COUNTY RECORDER

DEED OF TRUST & ASSIGNMENT OF RENTS

THIS DEED OF TRUST, Made this 2nd day of May, 1984 between
Howard S. Fackrell and Sherlyn Fackrell, Husband and Wife as joint Tenants
whose address is 4468 Sun Valley Drive Las Vegas Nevada 89121

herein called TRUSTOR, NEBACO, Inc., a Nevada corporation, herein called TRUSTEE, and NEVADA NATIONAL BANK, LV R/E, 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:

Situated in the County of Lincoln, State of Nevada:

A parcel of land situate in the Southwest Quarter of the Southwest Quarter of Section 9, Township 2 South, Range 68 East, M.D.M., being more particularly described as follows:

BEGINNING at a point from which the Southwest corner of said Section 9 bears North 89° 51' West a distance of 873.74 feet, more or less; thence North 46° 40' 06" East a distance of 199.16 feet along the Southeasterly boundary of the flood control channel deeded to Lincoln County to an angle point; thence North 27° 21' 49" East a distance of 638.79 feet along above-mentioned channel to the Northeast corner; thence South 0° 01' 05" West a distance of 700.00 feet to the Southeast corner; thence North 89° 51' West a distance of 442.94 feet to the Southwest corner which is the POINT OF BEGINNING.

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, royalties and payments arising or accruing by reason of any oil, gas or mineral lease thereon, 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 \$ 73,350.00 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 of any successor in interest of the Trustor to said property) to the beneficiary, 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 hereon before set forth.

STATE OF NEVADA
COUNTY OF Clark
On this 2nd day of May, 1984

SIGNATURE OF TRUSTOR

Howard S. Fackrell
Howard S. Fackrell

personally appeared before me, a Notary Public, Howard S. Fackrell and Sherlyn Fackrell who acknowledged

Sherlyn Fackrell
Sherlyn Fackrell

that he executed the above instrument.

[Signature]
NOTARY PUBLIC

LORA M. WARD
Notary Public - State of Nevada
Appointment Expires June 30, 1987

