

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 30th day of July, 1984 between JERRY JOHNSTON and ORLA JOHNSTON, husband and wife whose mailing address is Box 352, Logandale, Nevada 89021

TITLE INSURANCE COMPANY OF MINNESOTA, a Minnesota Corporation, herein called TRUSTEE, and

PATTY MYERS also known as PATRICIA M. LANE, an unmarried woman herein called BENEFICIARY. WITNESSETH: THAT WHEREAS Trustor has borrowed and received from Beneficiary in lawful money of the United States the sum of FIFTY THOUSAND AND NO/100 (\$50,000.00) 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 Trustee or Beneficiary under the provisions hereof and for the purpose of securing payment of such additional sums as may be hereafter 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:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION

So long as the Trustor be not in default concerning any of the covenants contained herein, or in the note secured hereby, a Partial Reconveyance may be had and will be given on any portion of the hereinabove described real property, so long as the Trustor pays to the Beneficiary any and all proceeds they receive from the sale of said property to be partially reconveyed. All monies received by Beneficiary shall be applied to the unpaid principal balance of the note secured by this Deed of Trust.

Note secured by this Deed of Trust payable at Las Vegas, Nevada or as directed TOGETHER WITH all appurtenances in which Trustor has any interest, including water rights benefiting 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 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.

TO HAVE AND TO HOLD SAID PROPERTY UPON AND SUBJECT TO THE TRUSTS AND AGREEMENTS HEREIN set forth to-wit:

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (17) inclusive of the Deed of Trust, recorded in Book 730, as Document No. 586593, of Official Records in the Office of the County Recorder of Clark County.

(WHICH PROVISIONS ARE PRINTED ON THE REVERSE HEREOF) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length, that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The parties agree that with respect to provision 17, the amount of fire insurance required by covenant 2 shall be \$ and with respect to attorney's fees provided for by covenant 7 the percentage shall be %.

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 hereinbefore set forth.

Signature of Trustor

Jerry Johnston

Orla Johnston

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

12-45419-CN When Recorded mail to: MINNESOTA TITLE COMPANY, 1830 E. Sahara Avenue, Suite 120, Las Vegas, Nevada 89104 Loan No.

SPACE BELOW THIS LINE FOR RECORDER'S USE

STATE OF NEVADA.

COUNTY OF Clark ss. On August 2, 1984 before me, the undersigned, a Notary Public in and for said County and State, personally appeared JERRY JOHNSTON & ORLA JOHNSTON

known to me to be the persons 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 therein mentioned. WITNESS my hand and official seal.

(Seal) Signature: [Signature]

Name Typed of Print: GYNOL M. UNDERWOOD Notary Public in and for said County and State. My Appointment Expires: June 15, 1988

EXHIBIT "A"

A portion of the Northwest Quarter (NW 1/4) of Section 32, Township 6 South, Range 61 East, and more particularly described as follows:

COMMENCING at the center of said Section 32; thence North 1°30'38" West, 1,168.78 feet along the North-South midsection line of said Section 32, to the POINT OF BEGINNING; thence continuing along said North-South midsection line, North 1°30'38" West, 75.60 feet; thence North 67°55'23" West 1,750.41 feet to a point in the centerline of a drainage ditch; thence along the centerline of said drainage ditch, South 16°11'36" East, 37.83 feet; thence South 09°43'18" East 512.44 feet; thence leaving said drainage ditch, South 82°49'53" East, 1,539.01 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM a Twenty (20) feet easement for ingress and egress and public utilities along the more Easterly line.

ALSO

Being a parcel of land in the Northwest Quarter (NW 1/4) of Section 32, Township 6 South, Range 61 East, M.D.B. & M. Starting at the North 1/4 corner of Section 32, Township 6 South, Range 61 East, M.D.B. & M., thence South 1°30'39" East, 1,199.71 feet, to the TRUE POINT OF BEGINNING; thence South 1°30'38" East, 240.69 feet; thence North 67°55'23" West, 825.10 feet; thence 77.0 feet along the Irrigation Ditch; thence North 76°23'00" East, 450.20 feet; thence South 50°41'00" East, 429.27 feet, to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM the Easterly Sixteen (16) feet following the Old Pahrangat Valley Road as it now exists for road and incidental purposes.

FURTHER EXCEPTING THEREFROM the most Easterly Twenty (20) feet of said land for road and incidental purposes.

80549

No. _____
FILED AND RECORDED AT REQUEST OF
Title Ins. Co. of Minnesota
Aug. 6, 1984
AT 40 MINUTES PAST 9 O'CLOCK
A M IN BOOK 61 OF OFFICIAL
RECORDS, PAGE 37 LINCOLN
COUNTY, NEVADA.
YURIKO SETZER
COUNTY RECORDER
By *William B. Kelley*, Deputy