

Lincoln County

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 1st day of October, 1987, between Leon L. Gelhart and Dorothy V. Gelhart, herein called GRANTOR or TRUSTOR, whose mailing address is 1417 Bryn Mawr Ave., Las Vegas, Nevada 89102

TITLE INSURANCE COMPANY OF MINNESOTA, a Minnesota Corporation, herein called TRUSTEE, and STAGE EMPLOYEES FEDERAL CREDIT UNION, herein called BENEFICIARY, WITNESSETH THAT WHEREAS Trustor has borrowed and received from Beneficiary in lawful money of the United States the sum of \$30,000.00

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 Clark County, Nevada, described as:

SEE ATTACHED EXHIBIT "A"

Note secured by this Deed of Trust payable at Las Vegas, Nevada 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. 566593, 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.

Signatures of Trustor: Leon L. Gelhart and Dorothy V. Gelhart

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

When Recorded mail to: Stage Employees FCU 3000 S. Valley View Blvd., LV, NV 89102 14-62424-BR Loan No. 5921

SPACE BELOW THIS LINE FOR RECORDER'S USE

STATE OF NEVADA, COUNTY OF Clark, On October 1, 1987 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Leon L. Gelhart & Dorothy V. Gelhart known to me to be the person s described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned. WITNESS my hand and official seal: Marge A. Lindsey, Clark County Notary Public

Lincoln County

EXHIBIT "A"

All that real property situate in the City of Caliente, County of Lincoln, State of Nevada bounded and described as follows:

Being a portion of the East Half (E 1/2) of the East Half (E 1/2) of the Northwest Quarter (NW 1/4) of Section 8, Township 4 South, Range 67 East, M.D.B. & M, more particularly described as follows:

COMMENCING at the center of said Section 8; thence running North along the East line of said Northwest Quarter (NW 1/4) 866.60 feet; thence West at right angles to said East line 514.0 feet to the true point of beginning; thence North parallel with the said East line 54.12 feet; thence West at right angles 121.00 feet; thence South 54.12 feet along a line parallel with and distant East 24.50 feet, measured at right angles from the West line of said East half (E 1/2) of the said parallel line 121.00 feet to the true point of beginning.

Except all mineral and all mineral right of every kind and character now known to exist or hereafter discovered including without limiting on the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to the grantor, its successors and assigns, but without entering upon or using the surface of the lands hereby conveyed, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by the grantee, as reserved in the Deed from Los Angeles and Salt Lake Railroad, formerly San Pedro, Los Angeles and Salt Lake Railroads, recorded November 18, 1965 in Book "M-1" of Real Estate Deeds, page 483, Official Records of Lincoln County, Nevada.

No. 87807

FILED AND RECORDED AT REQUEST OF
Dominick Belingheri

Oct. 6, 1987

AT 45 MINUTES PAST 2 O'CLOCK

P. M. IN ROOM 77 OF OFFICIAL

RECORDS, PAGE 201 LINCOLN

COUNTY, NEVADA.

FRANK C. HULSE
COUNTY RECORDER

By Mara Corrao, Deputy

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