

Lincoln County

DEED OF TRUST

THIS DEED OF TRUST made and entered into this 9th day of ~~September~~ ^{October}, A.D. 1987, by and between Mark Richard Holt and Linda T. Holt, husband and wife as grnators, and Leonard M. Thompson and June B. Thompson, husband and wife, as trustees and Leonard M. Thompson and June B. Thompson, husband and wife as Beneficiaries.

WITNESSETH: That the grnators, for good and sufficient consideration the receipt of which is hereby acknowledged, hereby convey and warrants unto the trustees and to their successors in trust for the purposes of securing performance of the covenants and agreements herein contained, that certain real property more particularly described as

A portion of the Southeast quarter of the Northwest quarter (SE1NW1) and the Southwest quarter of the NORtheast quarter (SW1NE1) of Section 19, Township 3 South, Range 67 East, M.D.B.& M., and more particularly described as Parcel 2 of that certain parcel map recorded March 11, 1980 in the office of the County Recorder of Lincoln County, Nevada as File No. 67B47, Lincoln County, Nevada, Records.

Together with any all all improvement situate thereon.

TO HAVE AND TO HOLD the same unto the trustees as herein provided.

WHEREAS, grantors are justly indebted to the Beneficiaries upon that certain Promissory note executed of even date herewith. Said promissory note is attached hereto and designated as Exhibit "A".

THE GRANTORS COVENANTS AND AGREES AS FOLLOWS:

1. To pay said indebtedness and the interest thereon as herein and in said contract provided or according to any agreemeent extending time of apyment, also any other indebtedness due from Grantors to Beneficiaries as hereinabove provided.
2. The following covenants: No's 1, 2 (insurable value) 3, 4, (10%), 5, 6 (default shall be waived if cured within 90 days of breach), 6 (10%) 8 and 9 of NRS 107.030 are hereby adeopted and made a part of this Deed of Trust.
3. Grantors agrees to assume all property taxes outstanding against the property as of October 5, 1987, and agrees to maintain adequate fire and damage insurance , with the pay clause payable to beneficiaires herein, as their interest may be.

IN WITNESS WHEREOF, We have hereunto set our hands the day and year first above written, said being the effective date of this instrument.

Mark R. Holt
Mark Richard Holt

Linda J. Holt
Linda T. Holt

EXHIBIT "A"

PROMISSORY NOTE

FOR VALUE RECEIVED, We promise to pay to the order of Leonard M. Tompson and June B. Tompson, husband and wife, the principal sum of Forty Thousand Dollars (\$40,000.00) with interest thereon from the date hereof until paid at the rate of Eight (8) percent per annum, both principal and interest payable only in lawful money of the United States of America.

It is understood and agreed, however, that installments of \$400.00, principal and interest, shall be paid on this note, the first of said installments to be paid on the 15th day of October, 1987, and one of said installments to be paid on the 15th day of each month thereafter until paid in full. Additional payments may be made at any time on the principal of this note with no interest charged on the payment.

In case default be made in the payment of any of said installments of principal and interest at the times and in the manner aforesaid, then such installment or payment, installments or payment, so in default shall be added to and become a part of the principal sum, and from the date when each installment should have been paid until it is paid, it shall bear the same rate of interest as the principal debt, being a part thereof, and at any time during such default, the entire unpaid balance of said principal sum, shall at the option of the holder of this note, and not otherwise, become due and payable, and notice of the exercise of such option is hereby expressly reserved.

If this note be collected by an attorney, either with or without suite, the undersign agree to pay a reasonable attorney's fees.

The makers, guarantors, and endorsors hereby severally waive presentment for payment, notice of dishonor, protest and notice of protest, and of nonpayment of this note, and all defenses on the ground of any extension of the time of payment that may be given by the hold to them or any of them, and also agree that further payments of principal or interest in renewal thereof shall not release them as makers, guarantors or endorsors.

A Deed of Trust secures the indebtedness evidenced by this note.

Dated this 9th day of ^{October} September, A.D. 1987.


Mark Richard Holt


Linda T. Holt