

DEED OF TRUST

1 THIS DEED OF TRUST, made and entered into this 24th
2 day of October, 1938, by and between DUANE E. McDANIEL and
3 COLLETTE A. McDANIEL, Husband and Wife as Joint Tenants, here-
4 inafter called Grantor, and KATHERINE BISHOP, hereinafter
5 called Trustee, and ROBERT M. SIMON and DONNA L. SIMON, Husband
and Wife, hereinafter called Beneficiary.

6 W I T N E S S E T H:

7 The Grantor hereby grants, bargains, sells and conveys
8 to the Trustee for the purpose of securing performance of the
9 agreements herein, the following described real property,
10 together, with the buildings, structures and improvements thereon
and everything appurtenant thereto, together with all rents,
issues and profits of said premises, situate in the County of
Lincoln, State of Nevada, to-wit:

11 Lot Fourteen (14) in the Alamo South Subdivision
12 Tract No. 1, Unit No. 1, as shown by map thereof
13 on file in Book A-1 of Plats, page 124 in the Office
of the County Recorder of Clark County, Nevada.

14 In trust nevertheless, to secure to the above named
15 Beneficiary, the payment of \$10,000.00 together with interest
thereon at 3 1/4 per annum; said interest and principal to be
16 paid according to the terms, conditions and tenor of a
Promissory Note being of even date herewith; and also to secure
17 the payment of all other moneys herein agreed or provided to be
paid by the said Grantor, or which may be paid out or advanced
18 by the Beneficiary or Trustee, whether such payments or
advancements are made under the provisions of this instrument
19 or otherwise with the interest in each case; and also the
payment of all advancements or renewal of the aforesaid Note,
20 or any indebtedness secured by this Deed of Trust.

21 TOGETHER WITH ALL AND SINGULAR, the tenements,
hereditament and appurtenances thereunto belonging, or there-
22 with had and enjoyed, and the reversion and reversions,
remainder and remainders, rents, issues and profits thereof.

23 TO HAVE AND TO HOLD, the said premises, together
24 with the appurtenances, unto the said Trustee, and to his heirs,
successors, and assigns for the uses and purposes therein
25 mentioned.

26 THIS DEED OF TRUST shall be security for all
indebtedness not otherwise herein provided for that may here-
27 after during the continuance of this Deed of Trust be due,
owing and existing from the said Grantor to the said
28 Beneficiary.

1 The following covenants, Nos. 1; 2 (Insurance), 3
2 3; 4 (Interest) 8 1/2% per annum, 5; 6; 7 (Attorney's Fee); 8
and 9 of BRS 107.030, are hereby adopted and made a part of
3 this Deed of Trust.

4 Said Grantor, in consideration of the premises,
5 hereby covenants and agrees that neither the acceptance nor
6 existence, now or hereafter, of other security for the indebt-
7 edness secured hereby, nor the release thereof, shall operate
as a waiver of the security of this Deed of Trust, nor shall
8 this Deed of Trust nor its satisfaction, nor a reconveyance
9 made thereunder, operate as a waiver of any such security now
10 held or hereafter acquired.

11 Said Grantor further covenants and agrees that he
12 will, during the life of this Deed of Trust, keep the buildings,
13 structures and improvements situate and being upon the above
14 described real property in as good a state of repair as the
15 same now are, and that in the event that the said Grantor
16 makes any alterations or improvements in or upon or to the
17 structures and buildings situate on the above described premises,
18 that the said beneficiary shall be protected from any mechanics
19 liens of any kind whatsoever either for work and labor done
20 or performed or materials furnished, and to that end the said
21 Grantor agrees to file a Notice of Non-Responsibility in
22 accordance with the requirements of the Statutes of the State of
23 Nevada. It is further understood and agreed that the breach
24 of either, any or all of the conditions herein set forth shall
25 be sufficient ground for the Beneficiary to proceed to foreclose
26 the said Deed of Trust in accordance with the provisions of the
27 Statutes of the State of Nevada, as in such cases made and
28 provided.

29 The undersigned Grantor requests that a copy of any
30 Notice of Default and of any Notice of Sale hereunder be mailed
31 to him at his address.

32 The word Grantor and the language of this instrument
shall, where there is more than one Grantor, be construed as
plural, and be binding on all Grantors, and upon his or their
heirs, successors, executors, administrators and assigns.

IN WITNESS WHEREOF, the said Grantor has hereunto
caused the foregoing to be executed the day and year first above
written.

Duane E. McDaniel
Duane E. McDaniel

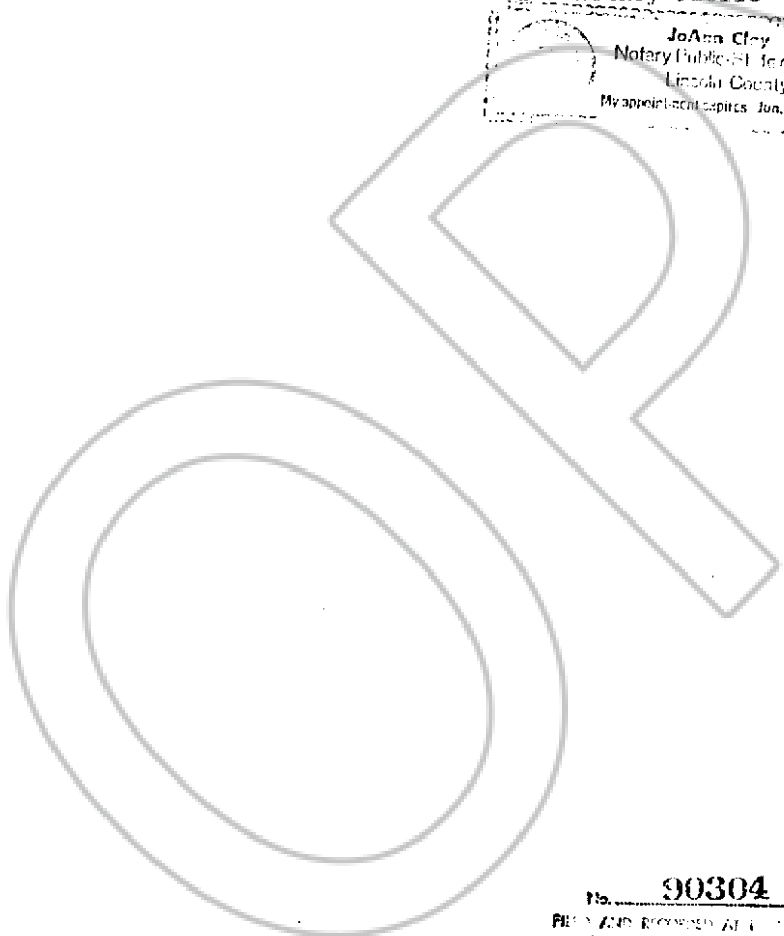
Collette A. McDaniel
Collette A. McDaniel

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State of Nevada, }
County of Lincoln. } ss.

On ^{November 7} 1988, personally appeared
before me ^{Duane + Collette + Daniel} who acknowledged that executed
the above instrument.

JoAnn Clay
Notary Public
JoAnn Clay
Notary Public State of Nevada
Lincoln County
My appointment expires Jun. 14, 1992



No. 90304
FILED AND RECORDED AT THE OFFICE OF
Collette McDaniel
November 10, 1988
A. L. ...
P. ... 83 ...
R. ... 192 ...
C. ...
FRANK C. HULSE
COUNTY CLERK

By *Mara Conner* Deputy