

THIS DEED OF TRUST, made this 4th day of April, 19 89
between Joe Ballow and Bertha Ballow, Husband and Wife

whose mailing address is Caliente Nevada 89008, herein called GRANTOR or TRUSTOR,

LAND TITLE OF NEVADA INC. a NEVADA corporation, herein called Trustee, and
NEVADA BANK & TRUST COMPANY, PO BOX 428, CALIENTE, NEVADA 89008

WITNESSETH: THAT WHEREAS Trustor has borrowed and received from Beneficiary in lawful money of the United States the sum of Seven thousand seventy and no/100 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 hereafter be 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:

Description attached as Addendum 'A'

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 any 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 and incorporated herein by reference. The following covenants, Nos. 1, 2, 3, 4, 5, 6, 7, 8 and 9 of NRS 107.030 are hereby adopted and made a part of this deed of trust, EXCEPT ONLY that the amounts agreed upon by the parties to this instrument with respect to covenants Nos. 2, 4 and 7 incorporated by reference of such trusts and agreements is respectively as follows: Covenant No. 2, 15,000.00; Covenant No. 4, variable%; Covenant No. 7, 20.0%. Such provisions so incorporated shall have the same force and effect as though specifically set forth and incorporated verbatim in this deed of trust.

THE UNDERSIGNED TRUSTOR REQUESTS that a copy of any notice of default and any notice of sale hereunder be mailed to him at the address hereinafter set forth.

IN WITNESS WHEREOF, Grantor has executed this instrument.

Signature of Trustor

Joe Ballow
Joe Ballow

Bertha Ballow
Bertha Ballow

STATE OF NEVADA,
COUNTY OF Lincoln }

On this 4th day of April, 19 89

personally appeared before me, a Notary Public in and for said Lincoln County, Joe Ballow and Bertha Ballow

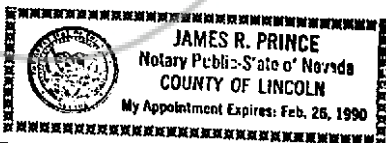
known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes herein mentioned.

WITNESS my hand and official seal.

James R. Prince
Notary Public in and for said County and State.

(If executed by a corporation, the corporation form of acknowledgment must be used.)

(NOTARIAL SEAL)



Order No. _____ When Recorded, Mail to _____

Addendum 'A' to Deed of Trust executed by Joe Ballow and Bertha Ballow on April 4, 1989.

Property description:

Being that portion of the E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 8, Township 4 South, Range 67 East, M.D.B.&M., situate in the City of Caliente, Nevada, described as follows:

Beginning at the center of said Section 8, thence North along the East line of said NW $\frac{1}{4}$, 596.40 feet;
thence West at right angles to said East line, 514.50 feet, to the true point of beginning;
thence North parallel with said East line, 54.04 feet;
thence West at right angles 121.00 feet;
thence South 54.04 feet along a line parallel with and distant East, 24.50 feet, measured at right angles from the West line of said E $\frac{1}{2}$ NW $\frac{1}{4}$;
thence East at right angles to said parallel line, 121.00 feet to the true point of beginning.

EXCEPTING THEREFROM all minerals and mineral rights of every kind and character, including, but not limited to, oil and gas, as reserved by Los Angeles and Salt Lake Railroad Company, by deed recorded November 18, 1965, in Book M-1, Page 483, Real Estate Deed Records, Lincoln County, Nevada

No. 90957
FILED AND RECORDED AT REQUEST OF
Nevada Bank & Trust
April 5, 1989
At 30 MINUTES PAST 3 O'CLOCK
A.M. IN BOOK 84 OF OFFICIAL
RECORDS PAGE 400 LINCOLN
COUNTY, NEVADA.
FRANK C. HULSE
COUNTY RECORDER

By Maria Conde, Deputy