

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 10th day of April, 1989, between

PAUL S. BROWN, an unmarried man, herein called GRANTOR or TRUSTOR, whose mailing address is P.O. Box 846, Caliente NV 89008

STEWART TITLE OF NEVADA, a Nevada Corporation, herein called TRUSTEE, and

BENNY VEGAS AND PATRICIA VEGAS, Husband and Wife as Joint Tenants, herein called BENEFICIARY,

WITNESSETH: THAT WHEREAS Trustor has borrowed and received from Beneficiary in lawful money of the United States the sum of TWENTY EIGHT THOUSAND FIVE HUNDRED AND 00/100 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 Clark County, Nevada, described as:

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION AND BY THIS REFERENCE MADE A PART HEREOF.

SEE EXHIBIT "B" ATTACHED HERETO FOR RELEASE PROVISIONS OF THIS DEED OF TRUST AND BY THIS REFERENCE MADE A PART HEREOF.

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 \$N/A and with respect to attorney's fees provided for by covenant 7 the percentage shall be reasonable %.

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 Paul S. Brown, Notary Public Seal, and signature of Benny Vegas and Patricia Vegas.

STATE OF NEVADA, COUNTY OF Clark

On April 24, 1989 before me, the undersigned, a Notary Public in and for said County and State, personally appeared

PAUL S. BROWN

known to me to be the person 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. Notary Public in and for Said County and State

NOTARY PUBLIC STATE OF NEVADA County of Clark DOROTHY BALEY My Appointment Expires July 2, 1991

ESCROW NO. } ST-8911-0064-DB ORDER NO. } WHEN RECORDED MAIL TO: Benny Vegas and Patricia Vegas, P.O. Box 846, Las Vegas, NV 89008

EXHIBIT "A"

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATE IN THE EAST 1/2 OF THE NE 1/4 OF SECTION 14, T. 1 N., R. 67 E., M.D.M., LINCOLN COUNTY, NEVADA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS 40.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTH LINE OF THE EAST 1/2 OF THE NE 1/4 OF SECTION 14, T. 1 N., R. 67 E., M.D.M., AND 40.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE EAST LINE OF SAID EAST 1/2, THE TRUE POINT OF BEGINNING;

THENCE S 89 DEG 07'54" W, PARALLEL WITH SAID SOUTH LINE A DISTANCE OF 589.94' TO A POINT, THENCE N 00 DEG 05'00" W A DISTANCE OF 324.06' TO A POINT, THENCE S 89 DEG 07'54" W A DISTANCE OF 701.15' TO A POINT IN THE WEST LINE OF SAID EAST 1/2, THENCE N 00 DEG 05'00" E ALONG SAID WEST LINE A DISTANCE OF 300.10' TO THE GROSS SW POINT SHOWN ON PARCEL MAP FOR PATRICIA BLANCHARD, NO. 87416, LINCOLN COUNTY, NEVADA RECORDS, THENCE N 89 DEG 12'18" E ALONG THE SOUTHERLY LINE OF LAS DESCRIBED PARCEL MAP A DISTANCE OF 339.83' TO A POINT, THENCE N 01 DEG 37'05" W ALONG THE SOUTHERLY EXTENSION OF THE EASTERLY LINE AND THE EASTERLY LINE OF PARCEL (2) SAID PARCEL MAP A DISTANCE OF 331.87' TO THE NORTH POINT OF SAID PARCEL (2), THENCE S 89 DEG 14'32" W A DISTANCE OF 60.07' TO THE EAST POINT OF PARCEL (1), SAID PARCEL MAP, THENCE ALONG A CURVE CONCAVE TO THE NORTHWEST, A RADIAL BEARING N 41 DEG 55'09" W, HAVING A RADIUS OF 2170.43', SUBTENDING A CENTRAL ANGLE OF 04 DEG 51'02", AN ARC LENGTH OF 183.75' TO A POINT OF TANGENCY, THENCE S 52 DEG 55'53" W A DISTANCE OF 160.96' TO A POINT IN AFORESAID WEST LINE, THENCE N 00 DEG 05'00" E ALONG LAST SAID WEST LINE A DISTANCE OF 874.43' TO THE NW CORNER OF THE S 1/2 OF THE SW 1/4 NE 1/4 OF SAID SECTION 14, THENCE N 89 DEG 18'49" E ALONG THE NORTH LINE OF LAST SAID SOUTH 1/2 A DISTANCE OF 660.78' TO THE NE CORNER THEREOF, THENCE S 00 DEG 05'02" E ALONG THE EAST LINE THEREOF A DISTANCE OF 331.65' TO THE SOUTHEAST CORNER THEREOF, THENCE N 89 DEG 16'38" E ALONG THE NORTH LINE OF THE SE 1/4 NE 1/4 OF SAID SECTION 14, A DISTANCE OF 621.76' TO A POINT 40.00' WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE EAST LINE OF SAID SECTION 14, THENCE S 00 DEG 15'06" E PARALLEL WITH LAST SAID EAST LINE A DISTANCE OF 269.10' TO A POINT ON THE PROPOSED EASEMENT TO WELL, (EASEMENT TO BE 20' IN WIDTH), THENCE N 51 DEG 55'31" W, ALONG SAID EASEMENT, A DISTANCE OF 341.71' TO A POINT IN THE EAST LINE OF PROPOSED WELL PARCEL, THENCE DUE NORTH A DISTANCE OF 55.00' TO THE NORTHEAST CORNER OF PROPOSED WELL PARCEL, THENCE S 89 DEG 16'55" W ALONG THE NORTHERLY LINE OF SAID WELL PARCEL, A DISTANCE OF 111.39' TO THE NORTHWEST CORNER THEREOF, THENCE S 00 DEG 43' 21" E ALONG THE WESTERLY LINE OF SAID WELL PARCEL A DISTANCE OF 110.00' TO THE SOUTHWEST CORNER THEREOF, THENCE N 89 DEG 16'39" E ALONG THE SOUTHERLY LINE THEREOF A DISTANCE OF 110.00' TO THE SOUTHEAST CORNER THEREOF, THENCE DUE NORTH ALONG THE EAST LINE THEREOF A DISTANCE OF 29.59' TO A POINT, THENCE S 51 DEG 55'31" E, 20.00' SOUTHWESTERLY, MEASURED AT RIGHT ANGLES FROM PREVIOUSLY SAID EASEMENT LINE, A DISTANCE OF 341.85' TO A POINT IN PREVIOUSLY SAID LINE 40.00' WEST OF EAST LINE OF SECTION 14, THENCE S 00 DEG 15'06" E A LONG LAST SAID 40.00' LINE A DISTANCE OF 990.20' TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION OF SAID LAND LYING WITHIN ANY STATE, FEDERAL, OR COUNTY ROAD OR HIGHWAY.

B.V.
B. V.

P.V.
P. V.

P.S.B.
P.S. B.

EXHIBIT "B"

RELEASE PROVISIONS

PROVIDED THE THEN TRUSTOR, THEIR HEIRS, SUCCESSORS, AND ASSIGNS BE NOT THEN IN DEFAULT, AS EVIDENCED BY A NOTICE OF DEFAULT OF RECORD, PARTIAL RECONVEYANCES MAY BE HAD AND WILL BE GIVEN FROM THE LIEN AND CHARGE CREATED BY THIS DEED OF TRUST AS FOLLOWS:

A. PARCELS OF NOT LESS THAN ONE (1) ACRE MAY BE RELEASED FROM THE LIEN OF THE DEED OF TRUST COMMENCING FROM EITHER THE NORTHERLY OR SOUTHERLY BOUNDARY OF THE PROPERTY, WITH EACH RELEASE TO BE CONTIGUOUS TO THE PRIOR RELEASE.

B. THE RELEASE PRICE SHALL BE ONE THOUSAND ONE HUNDRED DOLLARS (\$1,100.00) PER ACRE, IF THE TRUSTOR SELLS ANY PROPERTY THAT IS RELEASED, THEN THE ENTIRE SALE PROCEEDS MINUS SALE COSTS SHALL BE APPLIED TO THE REDUCTION OF PRINCIPAL ON THE PURCHASE MONEY NOTE. THE PAYMENT OF THE RELEASE PRICE IN REDUCTION OF PRINCIPAL, SHALL NOT MODIFY OR CHANGE THE MONTHLY INSTALLMENTS PAID ON THE NOTE.

Approved by:

Benny Vegas
Benny Vegas

Patricia Vegas
Patricia Vegas

Paul S. Brown
Paul S. Brown
PSB

No. 91142
FILED AND RECORDED AT REQUEST OF
Dominick Belingheri
April 27, 1989
AT 45 MINUTES PAST 1 O'CLOCK
P M IN BOOK 84 OF OFFICIAL
RECORDS, PAGE 657 LINCOLN
COUNTY, NEVADA.

Frank C. Hulse
COUNTY RECORDER

Marilyn Simpson Depue