

Lincoln County

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 5th day of June, 1989, between DAVID L. HORNBECK, JR., an unmarried man

, herein called GRANTOR or TRUSTOR, whose mailing address is Star Route 63, Eagle Valley, Pioche, Nevada 89043

STEWART TITLE OF NEVADA, a Nevada Corporation, herein called TRUSTEE, and PAUL BLISS AND MYRTLE DAMERON BLISS, Husband and Wife and GARY BLISS AND JUDY BLISS, Husband and Wife ALL 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 THIRTY FIVE THOUSAND AND 00/100 (\$35,000.00) 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 thereto 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 Lincoln County, Nevada, described as: LINCOLN

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

Note secured by this Deed of Trust payable at Las Vegas, NV or as otherwise 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 \$ min. \$35,000.00 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 David L. Hornbeck, Jr. and name DAVID L. HORNBECK, JR.

STATE OF NEVADA, COUNTY OF Clark On June 20, 1989 before me the undersigned, a Notary Public in and for said County and State, personally appeared DAVID L. HORNBECK, JR.

ESCROW NO. } ST-89110212 DB ORDER NO. } WHEN RECORDED MAIL TO: BLISS, et al 1890 Moran, Idaho Falls, Idaho 83401

knows 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. Signature of Dorothy Baley, 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

EXHIBIT "A"

LEGAL DESCRIPTION

Situate in the County of Lincoln, State of Nevada, further described as follows:

Plot of land or Lot No. 3 in Urwine - beginning at a point on the West side of the North and South Public Lane, which is the Northeast (NE) corner of said Lot No. Three (3) (and the Southeast (SE) corner of said Lot No. Two (2), whence the Southwest (SW) corner of the Southeast Quarter (SE4) of Section Thirty-Five (35), Township Two North (T2N), Range Sixty-Nine East (R69E), M.D.B.&M. bears South 23°30' East 1170 feet, more or less; thence North 65°33' West 553.6 feet (along South line of Lot No. Two (2) to the Northwest (NW) corner of this Lot Three (3); thence South 31°46' West 580 feet to the Southwest (SW) corner; thence South 70°29' East 687.9 feet to the Southeast (SE) corner; thence North 18°23' East 567 feet to the point of beginning; containing 8.24 acres, more or less, in the South Half (S2) of said Section Thirty-Five (35), Township Two North (T2N) Range Sixty-Nine East (R69E), M.D.B. & M.

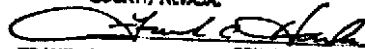
91573

FILED AND RECORDED AT REQUEST OF  
Dominick Belingeri

26 June 1989

AT 30 MINUTES PAST 2 O'CLOCK  
P. M. BOOK 85 OF OFFICIAL

RECORDS, PAGE 551 LINCOLN  
COUNTY, NEVADA.

  
FRANK C. HULSE COUNTY RECORDER