

Lincoln County

1516-000 504-6505-42

Affix R.P.T.T. \$ _____

When recorded mail to:

Mr. & Mrs. Terry D. Jones
P.O. BOX 390
Pioche, NV. 89043
Escrow No. 110992 MC
APN: 01-081-05
01-066-04

GRANT, BARGAIN AND SALE DEED

THIS INDENTURE, made and entered into this 23rd day of May, 1991, by and between CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, Grantor, and TERRY D. JONES and MARGERY A. JONES, husband and wife as joint tenants with full rights of survivorship and not as tenants in common, whose address is P.O. Box 390, Pioche, Nevada 89043.

WITNESSETH:

That the said Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00), lawful money of the United States of America, to it in hand paid by the Grantee, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto the said Grantee, and to its successors and assigns, forever, all that certain lot, parcel and piece of land situate, lying and being in the City of Pioche, County of Lincoln, State of Nevada, and more particularly described as follows, to wit:

Assessor's Parcel No. 01-081-05 and 01-066-04

PARCEL I:

Lots numbered Thirteen (13) and Fourteen (14) in Block numbered Four (4) in the Town of Pioche, County of Lincoln, State of Nevada.

PARCEL II:

Lots numbered Nine (9) and Ten (10) in Block numbered Thirteen (13) in the Town of Pioche, County of Lincoln, State of Nevada, as said lots and block are shown and delineated on the official maps of the Pioche Mines Consolidated Inc., Addition, Supplement "B" to the Official Map of the said Town of Pioche.

Subject to current taxes and assessments, reservations, easements, rights-of-way, conditions, restrictions, covenants, zoning matters, liens, encroachments, and encumbrances and all other matters of record, or which a visual inspection of the real property would disclose, or enforceable in law or equity.

The Grantor specifically reserves all minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds, whether in solid, liquid or gaseous form, and all steam and other forms of thermal energy on, in or under the above-described land provided that Grantor does not reserve the right to use the subject property or extract minerals or other substances from the subject property above a depth of 500 feet, nor does Grantor reserve the right to use the surface of the subject property in connection with the rights reserved herein.

Provided, however, that this conveyance is made and accepted on each of the following conditions:

1. No alcoholic beverages or intoxicating liquors shall be manufactured, kept for sale, or sold on said premises.
2. No place of public entertainment or amusement shall be carried on or permitted to operate on said premises.
3. No nuisance or offensive trade, business, or activity shall be permitted on the land conveyed.
4. No noxious, noisy, or offensive business, trade, or activity shall be carried on or permitted on said premises, nor shall anything be done thereon which shall become an annoyance or a nuisance to a Church or private dwelling located upon the adjoining property or in the neighborhood.

Provided that a breach of any of the foregoing conditions shall cause said premises to revert to the said grantor, who shall have the right of immediate reentry upon said premises in the event of any such breach.

Provided also that a breach of any of the foregoing conditions or reentry by reason of such breach shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said premises or any part thereof, but said conditions shall be binding upon and effective against any owner of said premises whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

Provided further that all and each of the restrictions, conditions and covenants herein contained shall in all respects terminate and end and be of no further effect either legal or equitable and shall not be enforceable after May 2011.

TO HAVE AND TO HOLD the said premises, together with the appurtenances unto the said Grantee and to its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor has caused this Deed to be executed as of the day and year first above written.

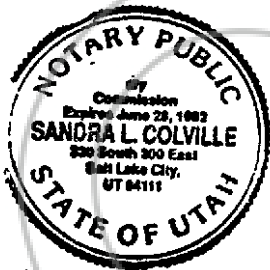
CORPORATION OF THE PRESIDING BISHOP OF
THE CHURCH OF JESUS CHRIST OF LATTER-
DAY SAINTS, a Utah corporation sole

J.D.M.

By: 
Authorized Agent

STATE OF UTAH)
) : ss
COUNTY OF SALT LAKE)

On this 23rd day of May, 1991, personally appeared before me TED D. SIMMONS, personally known to me to be the Authorized Agent of the Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah Corporation Sole, who acknowledged to me that he signed the foregoing instrument as Authorized Agent for said Corporation, that the seal impressed on the within instrument is the seal of said Corporation, and the said TED D. SIMMONS acknowledged to me that the said Corporation executed the same.



Sandra L. Colville
Notary Public for State of Utah

096823

No. _____
FILED A. RECORDED ST OF
Dominick Bellingheri
June 11, 1991
L. 20 - 2 P
P. 97 OFF. 1
REC. 86 LINCOLN
COUNTY, NEVADA
Yvonne Arger
COUNTY REC. CLK.