

Lincoln County

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this FOURTH day of OCTOBER, 1992, between COURTNEY DAHL and TRUDY DAHL, Husband and Wife

whose address is P. O. BOX 627, ALAMO, NV, herein called TRUSTOR, (number and street) (city) (state) (zip code)

LAND TITLE OF NEVADA, INC., a Nevada Corporation, herein called TRUSTEE, and SHELDON L. GIFFORD and MYRTLE H. GIFFORD, Trustees of the Sheldon L. Gifford and Myrtle H. Gifford Family Trust

WITNESSETH: That whereas Trustor has borrowed and received from Beneficiary in lawful money of the United States the sum of SIXTY-EIGHT THOUSAND THREE HUNDRED FIFTY-NINE AND NO/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 therefore by Trustor;

WITNESSETH: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in ALAMO, LINCOLN County, Nevada, described as: SEE EXHIBIT "A" FOR LEGAL DESCRIPTION ATTACHED HERETO AND REFERENCE MADE A PART HEREOF.

This Deed of Trust is given and accepted as a portion of the purchase price. This Deed of Trust is given and accepted upon the express provision that should the property hereinbefore described, or any part thereof, be conveyed or alienated by Trustor, either voluntarily or by operation of law, without Beneficiary's written consent, then all sums secured hereby shall, at Beneficiary's option, become immediately due and payable.

TOGETHER WITH the rents, issues and profits thereof, 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.

The rents, issues and profits reserved shall include all appurtenances in which Trustor has any interest, including water rights benefitting said realty whether represented by shares of a company or otherwise.

For the purpose of securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof. 3. Payment of such additional sums as may hereafter be advanced for the account of Trustor or Assigns by Beneficiary with interest thereon.

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) thru (16) inclusive of the Master Form Deed of Trust recorded December 6, 1990 in LINCOLN County of the State of Nevada in the Book and at the page, or document no. of Official Records in the Office of the County Recorder of LINCOLN county where said property is located, noted below, viz:

Table with 4 columns: COUNTY, DOCUMENT NO., BOOK, PAGE. Row 1: LINCOLN, 095491, 93, 490

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 reference 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.

TO HAVE AND TO HOLD said property upon and subject to the trusts and agreements herein set forth and incorporated herein by reference. Covenants Nos. 1 through 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust, EXCEPT ONLY that with respect to insurance shall be the current fair market value of buildings and improvements now or hereafter erected on said premises; Covenant No. 2, the amount of fire Deed of Trust secures a promissory note, the note rate plus two percent; if this Deed of Trust secures any other obligation or performance, the rate of interest shall be fourteen percent (14%) per annum; Covenant No. 7, attorney fees shall be reasonable and costs shall include those actually incurred by Beneficiary in the event of a default. 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 of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

STATE OF NEVADA COUNTY OF Lincoln ss:

Handwritten signatures of Courtney Dahl and Trudy Dahl with printed names below.

On October 26, 1992 personally appeared before me, a Notary Public, COURTNEY DAHL and TRUDY DAHL personally known (or proven) to me to be the persons whose names subscribed to the above instrument who acknowledged that they executed the instrument.

Signature of JeAnn Clay, Notary Public, Lincoln County, Nevada. Includes Notarial Stamp.

WHEN RECORDED MAIL TO: SHELDON L. GIFFORD and MYRTLE H. GIFFORD 4336 SABADELL LAS VEGAS, NV 89121

ORDER NO. 130903-MT

SPACE BELOW THIS LINE FOR RECORDER'S USE

Legal Description

That portion of the SE 1/4 SW 1/4 of the SW 1/4 SE 1/4 of Section 32, Township 6 South, Range 61 East, M.D.B. & M., in the County of Lincoln, State of Nevada, described as follows:

COMMENCING at a point 465 feet West of the Northeast corner of the SE 1/4 SW 1/4 of said Section 32, said point being the center on the centerline of the drainage canal as now located across said property; thence East to the Northeast corner of the SW 1/4 SE 1/4 of said Section 32; thence South to the Southeast corner of the SW 1/4 SE 1/4 of said Section 32; thence West to a point 85 feet East of the Southwest corner of the SW 1/4 SE 1/4 of said Section 32; said point being in the centerline of the drainage canal as now located across said property; thence Northwesterly along the center line of said drainage canal to the Place of Beginning.

EXCEPT State Highway as conveyed by deed recorded June 25, 1935 in Book D-1 Real Estate Deeds, page 487, and deed recorded July 24, 1969 in Book N-1 Real Estate Deeds, page 421.

TOGETHER WITH WATER RIGHTS ADJUDICATED TO SAID LAND.

099022

Dominick Belingheri
Nov. 9, 1992
I 5
P 104
SEC 138

James Setzer