

Lincoln County

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 16th day of June, 1993, between JOHNNY R. MURPHY and ANNA M. BROWN, husband and wife as joint tenants

, herein called GRANTOR or TRUSTOR, whose mailing address is 190 Front Street, Caliente, Nv 89008 (number and street) (city) (state) (zip code) STEWART TITLE OF NEVADA, a Nevada Corporation, herein called TRUSTEE, and MARTHA L. LUNDY, a widow

, herein called BENEFICIARY, WITNESSETH: THAT WHEREAS Trustor has borrowed and received from Beneficiary in lawful money of the United States the sum of TWENTY SEVEN THOUSAND AND NO/100-----(\$27,000.00)--- 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 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:

Lot numbered Eleven (11) in Block numbered One (1) in the City of Caliente, County of Lincoln, State of Nevada.

This deed of trust secures a portion of the purchase price and shall be recorded in first lien position.

See Exhibit "A" attached hereto and by this reference made a part hereof for Due on Sale provision.

Note secured by this Deed of Trust payable at Las Vegas, Nv., 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 reasonable \$ sufficient and with respect to attorney's fees provided for by covenant 7 the percentage shall be %.

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.

JOHNNY R. MURPHY (signature)

ANNA M. BROWN (signature)

STATE OF NEVADA, COUNTY OF Lincoln } ss

On June 28, 1993 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Johnny R. Murphy and Anna M. Brown

known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged to me that s/he/y executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESSE my hand and official seal. Notary Public for Lincoln Co., Nev., County and State

J. PERRY WILSON Notary Public - Nevada My appt. exp. July 30, 1995

ESCROW NO. } ST 93-05-0354 JD ORDER NO. WHEN RECORDED MAIL TO: Martha L. Lundy 43941 E. Florida Hemet, Ca 92544

EXHIBIT "A"

**DUE ON SALE CLAUSE:** In the event trustor, without the written consent of the beneficiary, sells, agrees to sell, transfers or conveys its interest in the real property or any part thereof or any interest therein, beneficiary may, at its option, declare all sums secured hereby immediately due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions. The terms, "Trustor" and "Beneficiary" include their successors.

100577

FILED AND RECORDED AT REQUEST OF

Dominick Bellingeri

July 1, 1993

1:35 MINUTES EAST 1 OF

PLAT BOOK 106 OF OFFICIAL

RECORDS, PAGE 346 LINCOLN

COUNTY, NEVADA.

Yuriko Setzer

COUNTY REC.

By Louise Koucher Deputy