

Lincoln County

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 23rd day of July 1993, between

Juan M. and Edna S. Escobedo, Husband and Wife, herein called GRANTOR or TRUSTOR, whose mailing address is Po Box 245, Panaca, NV 89042

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

NEVADA BANK & TRUST COMPANY, herein called BENEFICIARY, WITNESSETH: THAT WHEREAS Trustor has borrowed and received from Beneficiary in lawful money of the United States the sum of Twelve Thousand One Hundred Eighty-Seven AND 90/100 (12,187.90) 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 Lincoln County, Nevada, described as: Lincoln

SEE ATTACHED

Note secured by this Deed of Trust payable at Caliente, Nevada 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 20 %.

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.

Juan M. Escobedo Edna S. Escobedo

STATE OF NEVADA, COUNTY OF Lincoln on July 23, 1993 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Juan M. Escobedo and Edna S. Escobedo

ESCROW NO. ORDER NO. 8673.LIN WHEN RECORDED MAIL TO: Nevada Bank & Trust Company PO Box 428, Caliente, NV 89008

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



Lincoln County

The land referred to in this report is situated in the State of Nevada, County of Lincoln, and is described as follows:

PARCEL 1:

That portion of Lot 2 in Block 15 in the Town of Panaca, County of Lincoln, State of Nevada as shown on the Official Map thereof recorded in the Book of Plats, page 34, Lincoln County, Nevada records, more particularly described as follows:

All of that certain tract in the Northeast corner of Lot No. 2 in Block 15 described as beginning at the Northeast corner of said Lot 2 and running thence West, along Street line, eighty feet to a point; thence at a right angle South twenty-nine feet to a point; thence at a right angle East eighty feet to the Street line and thence North along said Street line, twenty-nine feet to the point of beginning.

ASSESSOR'S PARCEL NUMBER FOR 1992 - 1993: 02-143-08

PARCEL 2:

That certain parcel of land situate in the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section 7, Township 2 South, Range 68 East, M.D.B. & M., designated as Parcel No. 1 as shown on that certain parcel map showing a portion of the Southeast quarter of the Northeast quarter of said Section 7, Township 2 South, Range 68 East, M.D.B. & M., Lincoln County, Nevada for Lester C. and Lorene W. Mathews, which parcel map was filed for record in the office of the County Recorder of Lincoln County, Nevada on October 5, 1987 in Book A of Plats at page 277 and to which map reference is hereby made for further particular description thereon.

ASSESSOR'S PARCEL NUMBER FOR 1992 - 1993: 12-180-12

100655

FILED AND RECORDED AT REQUEST OF
Cow County Title

July 23, 1993

1 30 MINUTES EAST **3** O'CLOCK

106 OF OFFICIAL

RECORDS, PAGE **526** LINCOLN
COUNTY, NEVADA.

Yuriko Setzer

By *Bessie Brueker* COUNTY RECORDER Deputy