

Lincoln County

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

245

THIS DEED OF TRUST, made this 13th day of SEPTEMBER, between

F. C. WEST AND PEGGY WEST, herein called GRANTOR or TRUSTOR, whose mailing address is 265 4TH STREET PANACA NV 89042

OLD REPUBLIC TITLE COMPANY OF NEVADA, a Nevada corporation, herein called TRUSTEE, and

ZIONS FIRST NATIONAL BANK, herein called BENEFICIARY, WITNESSETH: THAT WHEREAS Trustor has borrowed and received from Beneficiary in lawful money of the United States the sum of *****TWENTY THOUSAND DOLLARS 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 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 Clark County, Nevada described as:

The South half (S 1/2) of the North Half (N 1/2) of Lot Four (4) in Block Thirty-three (33) in the town of Panaca, Lincoln County, Nevada.

Note secured by this Deed of Trust payable at Zions First National Bank TOGETHER WITH all appurtenances in which Trustor has any interest, including water rights benefitting 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. 585593, 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 \$ _____ 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 herein before set forth.

Signature of Trustor

Handwritten signatures of F.C. West and Peggy West. Includes text: 'If executed by a corporation the Corporation Form of Acknowledgement must be used.'

STATE OF NEVADA Utah
COUNTY OF Washington ss.
On September 13, 1993 before me, the undersigned, a Notary Public in and for said County and State, personally appeared F.C. West and Peggy West 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. (Seal) Signature [Notary Signature]
NOTARY PUBLIC BART MERRILL
210 South Main Street, Suite 308
Salt Lake City, Utah 84111 and for said County and State.
My Commission Expires May 14, 1997
STATES OF UTAH

When Recorded mail to: Zion's First Nat'l Bank
P.O. Box 309, Enterprise, UT 84725
93-14-1365-09 Loan No.

SPACE BELOW THIS LINE FOR RECORDER'S USE

101164
FILED AND RECORDED AT REQUEST OF
Dominick Balingieri
November 18, 1993
1:31 MINUTES PAST 2 O'CLOCK
P.M. IN BOOK 107 OF OFFICIAL
RECORDS, PAGE 04 LINCOLN
COUNTY, NEVADA.
Yuriko Setzer
By [Signature] Deputy
BOOK 108 PAGE 04