

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS
(Note not out out)

THIS DEED OF TRUST, made this TWELVETH day of FEBRUARY, A.D., 1994, between
VAN JAY CLUFF and MELANIE CLUFF

_____ herein called TRUSTOR,
whose address is 300 North Third Street, Panaca, Nevada 89042

LAWYERS TITLE OF NEVADA, INC.
a Corporation, herein called TRUSTEE, and

LANE LEWIS CONGER and LOUISE CONGER, herein called BENEFICIARY,

WITNESSETH: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the Town of Panaca, County, Nevada, described as:

The Easterly 132 feet of the Southerly 99.5 feet of lot numbered Three (3) in Block numbered Eighteen (18) in the Town of Panaca, and more particular described as follows:

Beginning at the Southeast corner of said lot 3 and running West along the south line of said lot a distance of 132 feet to the southwest corner of this property; thence North at right angles a distance of 99.5 feet; thence at right angles East a distance of 132 feet to the East line of said lot 3; thence running South along the east line of said lot a distance of 99.5 feet to the point of beginning.

APN: 02-053-11

TOGETHER WITH ALL APPURTENANCES in which Trustor has any interest, including water rights benefitting said realty, represented by shares of a company or otherwise; and,

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.

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 (1) Promissory Note of even date herewith, and any extension or renewal thereof, in the principal sum of

Fifty Thousand Dollars** (\$ 50,000),

executed by Trustor in favor of Beneficiary, or order. (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 of this Deed of Trust, that provisions numbered (1) to (16) inclusive of the Master Form Deed of Trust, recorded on the 1st day of November, A.D. 1967, in Book 832 as Document No. 668675, _____ of the Official Records in the Office of the County Recorder of Clark County, Nevada, and recorded on March 23, 1972 as Document No. 32065, Book 136, page 130 in the Office of the Nye County Recorder, Nye County, Nevada are each and all hereby incorporated herein by reference 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 16, the amount of fire insurance required by covenant 2 shall be \$ _____, and with respect to attorneys' 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.

Van Jay Cluff
VAN JAY CLUFF

Melanie Cluff
MELANIE CLUFF

STATE OF NEVADA, }
COUNTY OF Lincoln } SS.
On February 26, 1994 personally
appeared before me, a Notary Public,
Van Jay Cluff and
Melanie Cluff

who acknowledged that she executed the above instrument.

Signature Margaret H. Jones
(Notary Public)



Notarial Seal

ORDER NO. _____
WHEN RECORDED MAIL TO: _____

FILED 101577
RECORDED AND RECORDED AT REQUEST OF
Melanie Cluff
March 1, 1994
52 MINUTES FAST 9 OCT 1994
A. MAIN BOOK 108 OF OFFICIAL
RECORDS, PAGE 700 LINCOLN
COUNTY, NEVADA.

Yuriko Setzer
By Suzie Bouscher, Deputy E-12