

Lincoln County

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 10th day of December, 1993, between WILLIAM WATSON and JULIA J. WATSON, husband and wife as joint tenants, herein called GRANTOR or TRUSTOR, whose mailing address is P.O. Box 182, Searchlight, Nv 89046 STEWART TITLE OF NEVADA, a Nevada Corporation, herein called TRUSTEE, and HARRY W. WEINHARDT and MILDRED H. WEINHARDT, husband and wife as joint tenants

WITNESSETH: THAT WHEREAS Trustor has borrowed and received from Beneficiary in lawful money of the United States the sum of TWENTY FOUR THOUSAND 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 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:

See Exhibit "A" attached hereto and by this reference made a part hereof for legal description.

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

This Deed of Trust is being given as a portion of the sales price.

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

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.

Signatures of William Watson and Julia J. Watson with printed names below.

STATE OF NEVADA, COUNTY OF Clark

On April 14, 1994 before me, the undersigned, a Notary Public in and for said County and State, personally appeared William Watson and Julia J. Watson

knows to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal. Sharon Haze

SHARON HAZE Notary Public - Nevada Clark County My appt. exp. July 14, 1995

ESCROW NO. ST 93-05-0803 JD ORDER NO. WHEN RECORDED MAIL TO: M/M Harry W. Weinhardt 129 Rebecca Lane Montgomery, Tx 77356

Lincoln County

EXHIBIT "A"

PARCEL 1:

Situate in the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section 5, Township 7 South, Range 61 East, M.D.B. & M., more particularly described as follows:

Commencing at the Center of Section 5, Township 7 South, Range 61 East, M.D.B. & M., as marked on the side of the irrigation ditch, thence due west along said Center Section line, a distance of 43 feet to the True Point of Beginning;

Thence continuing due West a distance of 400 feet;  
Thence due South a distance of 82 feet;  
Thence East  $4.85^{\circ}$  North, a distance of 336.72 feet;  
Thence East  $24.58^{\circ}$  North, a distance of 70.9 feet;  
Thence due North a distance of 24 feet to the True Point of Beginning.

EXCEPTING THEREFOR that parcel of land conveyed by Deed in favor of LES CHANDLER and GALE CHANDLER, husband and wife, recorded July 25, 1985 in Book 66 of Official Records, page 265 as File No. 82984, Lincoln County, Nevada records.

PARCEL 2:

A portion of the Northwest Quarter (NW1/4), Section 5, Township 7 South, Range 61 East, M.D.B. & M., Town of Alamo, County of Lincoln, State of Nevada, being more specifically described as follows:

Commencing at C-1/4, corner of said Section 5, being an "X" inside of concrete ditch;

Thence North  $89^{\circ}05'36''$  West, along the C-1/4 section line a distance of 79.09 feet to the True Point of Beginning;  
Thence continuing North  $89^{\circ}05'36''$  West, a distance of 172.05 feet;  
Thence North  $17^{\circ}04'38''$  East, a distance of 21.00 feet;  
Thence South  $82^{\circ}10'28''$  East, a distance of 167.42 feet to the True Point of Beginning.

**EXHIBIT "B"**

**DEED 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.

**COOPER**

**101734**

RECORDED AT  
**Cow County Title**

**April 21, 1994**

BOOK **35** PAGE **2**

BY **P** PAGE **109**

BOOK **315** PAGE **317**

**Yuriko Setzer**

By *Ledie Bricker* Deputy