

Short Form Deed of Trust and Assignment of Rents

This Deed of Trust, made this 23 day of June 1994, between

~~Attest By Marston HANSON and~~  
Howard E. Marston ~~and Terry~~, herein called TRUSTOR,

whose address is Box 584, Pioche Nevada 89043  
(NUMBER AND STREET) (CITY) (STATE) (ZIP)

FIDELITY NATIONAL TITLE AGENCY OF NEVADA, INC., a Nevada Corporation, herein called TRUSTEE, and  
Anna Marie Hedlin (single woman), herein called BENEFICIARY.

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Lincoln County, Nevada, described as: The southerly one half of lot numbered Twenty (20) and the southerly one half of lot numbered Twenty-two (22) in the Henry Lee's Subdivision in the town of Pioche Nevada.

Parcel: 1-044-06 Roll 02296 District-1.0

Article A: page 2

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

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 promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$ 30,000.00, 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 and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (16) inclusive of the Deed of Trust recorded in the Book and at the page, or Document No. of Official Records in the Office of the County Recorder of the county where said property is located, noted below opposite the name of such county, viz.:

COUNTY	DOCUMENT NUMBER	BOOK	PAGE	COUNTY	DOCUMENT NUMBER	BOOK	PAGE	COUNTY	DOCUMENT NUMBER	BOOK	PAGE
Clark	41397	514		Humboldt	116986	3	83	Nye	43117	47	187
Churchill	105132	38 mgs	391	Lander	41172	3	258	Douglas	72637	19	102
Douglas	24495	22	415	Lincoln	41292	0 mgs	467	Washoe	57488	28	58
Ely	14831	43	343	Washoe	407205	734	221	Storey	28571	R mgs	112
Esmeralda	26291	311 deeds	134-141	Lyon	86486	31 mgs	489	White Pine	128126	261	141-114
Eureka	39602	3	283	Mineral	76648	16 mgs	514-517				

(which provisions, identical in all counties, 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 16, the amount of fire insurance required by covenant 2 shall be \$ Value and with respect to attorneys' fees provided for by covenant 7 the percentage shall be 10 %.

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.

Howard E. Marston

STATE OF NEVADA )  
COUNTY OF Lincoln ) SS.

On June 23, 1994  
personally appeared before me, a Notary Public,  
Howard E. Marston

who acknowledged that he executed the above instrument.

Signature Margaret Conner  
(Notary Public)

NOTARIAL SEAL

MARGARET CONNER  
Notary Public-State of Nevada  
LINCOLN COUNTY  
My Appointment Expires July 13, 1996

RETURN TO:  
FIDELITY NATIONAL TITLE  
AGENCY OF NEVADA, INC.  
WHEN RECORDED MAIL TO:

Article A:

Beginning at the southwest corner of said lot 20 and running thence northeasterly along the North line of Billith Avenue a distance of 80.7 feet to the southeasterly corner of said lot 22; thence running Northwesterly along the east line of said lot 22 a distance of 80 feet; thence running at right angles Southwesterly a distance of 80.7 feet to the west line of said lot 20; thence running Southeasterly along the west line of said lot 20 a distance of 80 feet to; the point of beginning.

101998

FILED AND RECORDED AT REQUEST OF  
Ann Marie Medlin

June 23, 1994

1:50 MINUTES PAST 9 O'CLOCK

A.M. IN BOOK 110 OF OFFICIAL

RECORDS PAGE 78 LINCOLN

COUNTY, NEVADA.

Yuriko Setzer

By Leticia Bruchard, Deputy

DO NOT DESTROY THIS NOTE: When paid, this note with Deed of Trust securing same must be surrendered to Trustee for cancellation before reconveyance will be made.

**Note Secured by Deed of Trust**  
(Installment Note--Interest Included)

No. \_\_\_\_\_

\$ 50,000.00 \_\_\_\_\_ Pioche, Nevada, \_\_\_\_\_

In installments as herein stated, for value received, undersigned promise to pay to Anne M. Medlin  
A single woman as her sole & separate property, or order, at  
Beneficiary's Designation the sum of  
Fifty thousand and no/100-----DOLLARS,  
with interest from July 5, 1994 on unpaid principal at the rate of 7 1/2 per cent  
per annum, payable monthly; principal and interest payable in installments of  
\$4.00, Four Hundred and no/100-----DOLLARS,  
or more, on the same day of each 3 every \_\_\_\_\_ month, beginning  
on the 5 day of July 1994,  
and continuing monthly thereafter until paid in full  
however; additional money may be paid on principal.  
Beneficiary agrees to allow one time assumption with a qualified buyer.  
Trustor agrees to notify beneficiary in writing 30 days prior  
to the prepayment of such note.

and continuing until said principal and interest have been paid.

Should interest not be paid it shall thereafter bear like interest as the principal. Principal and interest payable in lawful money of the United States. If action be instituted in any Court to enforce any obligation secured by such Deed of Trust, undersigned promise to pay such sum as the court may fix as attorney's fees in said action. This note is secured by a DEED OF TRUST, of even date herewith, to FIDELITY NATIONAL TITLE AGENCY of NEVADA, INC., a Nevada corporation, Trustee.

Howard E. Marston