

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 1st day of September, 1994, between Michael R. Shelley and Marie C. Shelley, husband and wife

whose mailing address is P.O. Box 314, Pioche, NV 89043, herein called GRANTOR or TRUSTOR,

OLD REPUBLIC TITLE COMPANY 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 Forty Thousand Four Hundred Twenty Eight & 50/100 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 Lincoln County, Nevada described as:

Lots Eleven (11) and Twelve (12) in Block Thirty-nine (39) in the Town of Pioche, County of Lincoln, State of Nevada.

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. 586893, 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 \$ 52,200 and with respect to attorney's fees provided for by covenant 7 the percentage shall be 20.0 %.

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.

Signatures of Michael R. Shelley and Marie C. Shelley, with printed names below.

If executed by a Corporation the Corporation Form of Acknowledgement must be used.

STATE OF NEVADA, COUNTY OF Lincoln, On 9-1-94 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Michael R. Shelley & Marie C. Shelley

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 of Frank I. Apodaca, Notary Public in and for said County and State.

When Recorded mail to: Nevada Bank & Trust Co., P.O. Box 428, Caliente, NV 89008, Loan No. 10506-002-5

SPACE BELOW THIS LINE FOR RECORDER'S USE

No. 102368

FILED AND RECORDED AT REQUEST OF Dominick Rellingherl September 8, 1994

1:30 MINUTES PAST 10 O'CLOCK AM IN BOOK 110 OF OFFICIAL RECORDS, PAGE 655, LINCOLN COUNTY, NEVADA.

Yuriko Setzer, Julie Bollen, BOOK 110 PAGE 655

