

Lincoln County

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 15TH day of DECEMBER, 1994, between MICHAEL J. AVILEZ, A SINGLE MAN AND MARCUS AVILEZ, A SINGLE MAN AS JOINT TENTANTS

whose address is PO BOX 391, ALAMO, NV 89001, herein called TRUSTOR, (number and street) (city) (state)

and OLD REPUBLIC TITLE CO. OF NEVADA, herein called TRUSTEE, and NEVADA BANK & TRUST CO., 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:

LEGAL DESCRIPTION: THE WEST HALF (W1/2) OF THE SOUTH HALF (S 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 61, EAST, M.D.B. & M., LINCOLN COUNTY, NEVADA

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 \$ 22,000.00 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:

Table with columns: COUNTY, DOCUMENT No., BOOK, PAGE, COUNTY, DOCUMENT No., BOOK, PAGE, COUNTY, DOCUMENT No., BOOK, PAGE. Lists various counties and document details.

(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 \$ 25,000.00 and with respect to attorney's fees provided for by covenant 7 the percentage shall be 20 %.

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.

STATE OF NEVADA, COUNTY OF LINCOLN

On DEC. 15, 1994 before me, the undersigned, a Notary Public in and for said County and State, personally appeared MICHAEL J. AVILEZ AND MARCUS AVILEZ

known to me to be the persons 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

[Signature]

Name (Typed or Printed)

Notary Public in and for said County and State

RECORDING REQUESTED BY JoAnn Clay

Notary Public - Nevada Lincoln County My appt. exp. June 13, 1996

AND WHEN RECORDED MAIL TO

NEVADA BANK & TRUST COMPANY P. O. Box 300 Alamo, NV. 89001

Signature of Trustor

[Signature] MICHAEL J. AVILEZ

[Signature] MARCUS AVILEZ

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

Title Order No.

Escrow or Loan No.

SPACE BELOW THIS LINE FOR RECORDER'S USE

102885

FILED AND RECORDED AT REQUEST OF Nevada Bank & Trust

Dec. 23, 1994

55 MINUTES FINE 4 O.C. R. P. S. S. R. 112 OFFICE 1

[Signature]