

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 5TH day of January, 1994, between: ERNEST H. KASOLD, II and DEANNA D. KASOLD, husband and wife

whose mailing address is:

herein called GRANTOR or TRUSTOR,

STEWART TITLE OF NEVADA, a Nevada Corporation, herein called TRUSTEE, and:

RICHARD D. ALFANO and LOIS A. ALFANO, Husband and Wife and CLINT BENTLEY and PATTY BENTLEY, Husband and Wife

herein called BENEFICIARY, WITNESSETH: THAT WHEREAS Trustor has borrowed and received from Beneficiary in lawful money of the United States the sum of: 33,500.00 (Thirty-three thousand five hundred)

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 assuring 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 COMPLETE LEGAL DESCRIPTION."

In the event Trustor, without the prior written consent of the Beneficiary, sells, agrees to sell, transfers or conveys its interest in said 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.

"THIS DEED OF TRUST IS A 'PURCHASE MONEY' DEED OF TRUST."

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. 586593, 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 percentages 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.

Ernest H. Kasold II
ERNEST H. KASOLD, II

Deanna D. Kasold
DEANNA D. KASOLD

STATE OF NEVADA, Origena
COUNTY OF Ward }"
On 2-3-94
before me, the undersigned, a Notary Public in and for said County and State, personally appeared
Ernest H. Kasold II
Deanna D. Kasold

known to me to be (the person(s) 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.
Julio C. Taylor
Notary public in and for Said County and State
My Commission Expires Feb. 9, 1997

ESCROW NO. }
ORDER NO. } 94210396
WHEN RECORDED MAIL TO: Richard D. Alfano
3158 Kingspoint Ave., Las Vegas, NV 89120

The following is a copy of provisions (1) to (17) inclusive, of the deed of trust, recorded in each county in Nevada, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

To Protect the Security of This Deed of Trust, Trustee Agrees:

1. To properly care for and keep said property in good condition and repair; not to remove or demolish any building thereon; to complete in a good and workmanlike manner any building which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished thereon; to comply with all laws, ordinances and regulations requiring any alterations or repairs to be made thereon; not to commit or permit any waste thereon; not to commit suffer or permit any act to be done in or upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely and proper manner, which, from the character or use of said property, may be reasonably necessary, the specific stipulations herein not excluding the same.
2. The Grantor agrees to pay and discharge all costs, fees and expenses of these Trusts, including costs of evidence of title and fees in connection with same, whether completed or not, which amounts shall become due upon delivery to Trustee of Declaration of Deed and Demand for Sale, as hereinafter provided.
3. The amount collected under any fire insurance policy shall be credited first, to accrued interest; next to expenditures hereon any remainder upon the principal; and interest shall thereupon cease upon the amount so credited upon principal; provided, however, at the option of the Beneficiary, the entire amount collected under the policies or any part thereof may be released to the Grantor, liability upon the Trustee for such release.
4. The Grantor promises and agrees that if, during the existence of the Trust there be commenced or pending any suit or action of any kind against the Grantor, or any part thereof, or the title thereto, or if any adverse claim for or against said premises, or any part be made or asserted, he will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.
5. Any award of damages in connection with any condemnation for public use or injury to any property or any part thereof is her assigned and shall be paid to Beneficiary, who may apply or release such moneys received by him in the same manner and with the same effect as herein provided for disposition of proceeds of insurance.
6. Trustee shall be under no obligation to notify any party hereto of any pending sale hereunder or of action or proceedings of any kind in which Grantor, Beneficiary and/or Trustee shall be named as defendant, unless brought by Trustee.
7. Acceptance by Beneficiary of any sum in payment of any indebtedness secured hereby, after the date when the same is due, shall constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as if provided for herein as to pay.
8. Trustee may, at any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the notes secured hereby for endorsement, and without affecting the personal liability of Grantor for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said property, execute any part of said property, consent in writing to the making of any map or plat thereof, join in granting any easement thereon, or in any extension agreement or substitution agreement in connection herewith.
9. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed of Trust and said notes to Trustee for cancellation and retention and upon payment of its fees, the Trustee shall reconvey without cost to the Grantor the property herein described. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth of the same in such reconveyance may be described in general terms as "the person or persons legally entitled thereto," and Trustee authorized to retain this Deed of Trust and note.
 - a) Should default be made by Grantor in payment of any indebtedness secured hereby and/or in performance of any agreement herein, Beneficiary may declare all sums secured hereby immediately due by delivery to Trustee of a written declaration of default and demand for sale, and of written notice of default and election to cause said property to be sold, which notice Trustee shall issue to be of record and shall surrender to Trustee this Deed, the notes and all documents evidencing any expenditures secured hereby, and Beneficiary at its option by itself or by a receiver to be appointed by the Court, without regard to the adequacy of any security for indebtedness and take possession of the property, evict the Grantor, collect the rents and apply them to the indebtedness pursuant to the terms set forth above.
10. After three months shall have elapsed following expiration of any such notice of default, Trustee shall sell said property at State of Nevada as the Trustee, in his sole discretion, shall deem best to accomplish the objects of these Trusts, having first given of such sale as then required by law. Place of sale may be either in the County in which the property is to be sold, or any part thereof situated, or at an office of the Trustee located in the State of Nevada in which the property is to be sold, or any part thereof.
 - (a) The Grantor, Pledgor and Mortgagor of the personal property herein pledged and/or mortgaged waives any and all other demands or conditions precedent to sale of such personalty.
 - (b) Trustee may perform acts of, or any portion of said property by public announcement at the time fixed by said notice of default and/or postpone said sale from time to time by public announcement at the time previously appointed.
 - (c) At the time of sale or sales, Trustee may sell the property so advertised or any part thereof, either as a whole or in separate lots in his sole discretion at public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale deliver to such purchaser a deed conveying the property so sold but without covenant or warranty, express or implied, Grantor here to surrender, immediately and without demand, possession of said property to such purchaser.
11. That as additional security, Trustee hereby gives to and confers upon Beneficiary the right, power and authority, during the term of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustee the right, prior to any default in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, without bringing any act to be enforced by a court, and without regard to the adequacy of any security for the indebtedness, hereby secured, enter upon and set or modify rents and terms of rents, in his own name, sue for or otherwise collect the same, issues and profits, obtain and set and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney fees, all as set Beneficiary, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The pendency upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive default or notice of default hereunder or invalidate any act done pursuant to such notice.
12. Trustee shall apply the proceeds of any such sale to payment of: expenses of sale and all charges and expenses of Trustee and these trusts, including costs of evidence of title and Trustee's fee in connection with sale; all sums expended under the terms here provided, with accrued interest at the rate of ten per cent (10%) per annum, all other sums then secured hereby and the remainder, if person or persons legally entitled thereto.
13. The Beneficiary or assigns may, at any time, by instrument in writing, appoint a successor or successors to the Trustee named hereunder, which instrument, executed and acknowledged by Beneficiary, and recorded in the Office of the County Recorder of the County where the property is situated, shall be conclusive proof of the proper substitution of such successor or trustee, who shall have all the same duties and trusts in the premises vested in or conferred on the original trustee. If there be more than one Trustee, either may act and execute the Trusts upon the request of the Beneficiary and his acts shall be deemed to be the acts of all Trustees, and the recital of the bringing of any action under the Deed of Trust for enforcement of any right under the Deed of Trust, including the right to rent not be construed to be a waiver of any other right hereunder.
14. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators and assigns.
15. Trustee accepts these trusts when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.
16. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural, and the term Beneficiary shall include any future holder, including pledgees, of the note secured hereby.
17. The following covenants, No. 1,2,6, 7, 8,4 (10%); 8,8,7 () of NRS 107.226 are hereby adopted and made a part of this

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

TO: STEWART TITLE INSURANCE OF NEVADA, a Nevada Corporation, Trustee: Dated: _____

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed have been fully paid and satisfied, and you are hereby requested and directed, on payment to you any sums owing to you under the terms of said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held

Full Reconveyance to:

By: _____

EXHIBIT "A"

DESCRIPTION: THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF CLARK, STATE OF NEVADA AND IS DESCRIBED AS FOLLOWS:

The West Half (W 1/2) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) and the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 34, Township 5 North, Range 67 East, M.D.B.&M.

EXCEPTING THEREFROM the North Half (N 1/2) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) and EXCEPTING THEREFROM the South Half (S 1/2) of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of said Section 34, all situate in Lincoln County, Nevada.

103105

DOMINICK BELINGHERI

February 15, 1995

11:15 AM

P. 112 OFFICE

CLERK No. 359 LINCOLN

Yuriko Setzer

By Leticia Boucher, Deputy