

Lincoln County

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 23rd day of MARCH 1995, between JORDAN B. STEWART AND AVIS J. STEWART, HUSBAND AND WIFE AS JOINT TENANTS, herein called GRANTOR or TRUSTOR

whose address is 681 MAIN STREET, CALIENTE, NEVADA 89008 (number and street) (city) (state) (zip)

NEVADA TITLE COMPANY, a Nevada Corporation, herein called TRUSTEE, and SHAWN DOUGLAS WISCOMBE AND TERI SUE WISCOMBE, HUSBAND AND WIFE AS JOINT TENANTS, herein called BENEFICIARY.

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property LINCOLN County, Nevada, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF FOR EXACT LEGAL DESCRIPTION.

"IF THE TRUSTOR SHALL SELL, CONVEY OR ALIENATE THE HEREIN DESCRIBED PROPERTY OR ANY PART THEREOF OR ANY INTEREST THEREIN, OR SHALL BE DIVESTED OF HIS TITLE OR ANY INTEREST THEREIN, IN ANY MANNER OR WAY, WITHOUT HAVING FIRST OBTAINED BENEFICIARY'S WRITTEN CONSENT TO DO SO, THE ENTIRE BALANCE OF THE NOTE SECURED HEREBY SHALL AT THE OPTION OF THE HOLDER THEREOF, AND WITHOUT DEMAND OR NOTICE IMMEDIATELY BECOME DUE AND PAYABLE."

" THIS IS A PURCHASE MONEY DEED OF TRUST GIVEN AS A PORTION OF THE TOTAL SALES CONSIDERATION AND IT IS SECOND AND JUNIOR TO THAT DEED OF TRUST ALREADY OF RECORD."

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 \$8,473.28 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 their corresponding document and page numbers.

(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 the Deed of Trust

The parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be \$ _____ and with respect to attorney's fees provided by for covenant 7 the percentage shall be reasonable as determined by a court with jurisdiction.

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 hereinabove set forth.

STATE OF NEVADA } COUNTY OF LINCOLN } ss.

On March 29, 1995

Before me, a Notary Public, personally appeared JORDAN B. STEWART AND AVIS J. STEWART

Handwritten signatures of Jordan B. Stewart and Avis J. Stewart with printed names below.

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged that THEY executed it.

Signature Tonya T. Smith (Notary Public)

(Notarial Seal)



TONYA T. SMITH Notary Public - Nevada Lincoln County My appt. exp. Jan. 18, 1998

Escrow No. 95-01-0700-KMD

Name SHAWN DOUGLAS WISCOMBE ET AL Street Address 539 MAIN STREET City & State CALIENTE, NV 89008

ESCROW NUMBER: 95-01-0700 KMD

EXHIBIT "A"
LEGAL DESCRIPTION

All of Lot Three (3) and the West Half of Lot Two (2) in Block
Thirty-nine (39) in the Thomas E. Dixon Addition to the City of
Caliente, Lincoln County, Nevada.

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DOMINICK BELINGHERI

APRIL 5, 1995

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YURIKO SETZER

BY *Julie Boucher* DEPUTY