

Lincoln County

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this SIXTEENTH day of JUNE, 1995, between LINDA D. LOWELL, An Unmarried Woman and ROXANNA C. BROWN, An Unmarried Woman

, herein called TRUSTOR, whose address is 1 MCKAY LANE, Pioche, NV 89043 (number and street) (city) (state) (zip code)

LAND TITLE OF NEVADA, INC., a Nevada Corporation, herein called TRUSTEE, and JOHN R. MCKAY, Trustee and WANDA J MC KAY, Trustee, of the MC KAY FAMILY TRUST

, herein called BENEFICIARY, WITNESSETH: That whereas Trustor has borrowed and received from Beneficiary in lawful money of the United States the sum of FIFTY-NINE THOUSAND AND NO/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 therefore by Trustor; WITNESSETH: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Pioche, Lincoln County, Nevada, described as:

The East Half (E 1/2) of the Southwest Quarter (SW 1/4) of U.S. GOVERNMENT LOT 7 of Section 2, Township 4 North, Range 67 East, Lincoln County, Nevada. This Deed of Trust is given and accepted as a portion of the purchase price.

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. The rents, issues and profits reserved shall include all appurtenances in which Trustor has any interest, including water rights benefitting said realty whether represented by shares of a company or otherwise.

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. 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) thru (16) inclusive of the Master Form Deed of Trust recorded December 6, 1990 in Lincoln County of the State of Nevada in the Book and at the page, or document no. of Official Records in the Office of the County Recorder of Lincoln county where said property is located, noted below, viz:

Table with 4 columns: COUNTY, DOCUMENT NO., BOOK, PAGE. Row 1: Lincoln, 095491, 93, 490

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 reference 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.

TO HAVE AND TO HOLD said property upon and subject to the trusts and agreements herein set forth and incorporated herein by reference. Covenants Nos. 1 through 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust, EXCEPT ONLY that with respect to Covenants Nos. 2, 4, and 7 incorporated by reference of such trusts and agreements to respectively as follows: Covenant No. 2, the amount of fire insurance shall be the current fair market value of buildings and improvements now or hereafter erected on said premises; Covenant No. 4, if this Deed of Trust secures a promissory note, the note rate plus two percent; if this Deed of Trust secures any other obligation or performance, the rate of interest shall be fourteen percent (14%) per annum; Covenant No. 7, attorney fees shall be reasonable and costs shall include those actually incurred by Beneficiary in the event of a default. Such provisions so incorporated shall have the same force and effect as though specifically set forth and incorporated verbatim in this Deed of Trust.

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 CLARK ) ss:

Handwritten signatures of Linda D. Lowell and Roxanna C. Brown

On 6/16/95 personally appeared before me, a Notary Public, LINDA D. LOWELL and ROXANNA C. BROWN personally known (or proven) to me to be the persons whose names subscribed to the above instrument who acknowledged that they executed the instrument.

Signature of Sandy Hall, Notary Public, County of Clark, State of Nevada. My Appointment Expires Dec. 27, 1997

WHEN RECORDED MAIL TO: JOHN R. MC KAY and WANDA J MC KAY c/o Land Title Collection 720 S 7th St. Las Vegas, Nevada 89101

ORDER NO. 160875-JMM

SPACE BELOW THIS LINE FOR RECORDER'S USE

103652

FILED AND RECORDED AT REQUEST OF Land Title Escrow Service June 21, 1995 AT 01 MINUTES PAST 1 O'CLOCK ROOMBOOK 114 OFFICIAL RECORDS PAGE 261 LINCOLN COUNTY NEVADA

Yurika Setzer

By Julie Boucher Deputy

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