

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 26th day of December 1995, between MATTHEW J. WENNER, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, hereinafter called GRANTOR or TRUSTOR, 4155 W. Twain #247, Las Vegas, NV 89103 whose address is (number and street) (city) (state) (zip)

NEVADA TITLE COMPANY, a Nevada Corporation, herein called TRUSTEE, and

GERALD GRIBBLE, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, AS TO AN UNDIVIDED 50% INTEREST AND KAY BOWMAN, AN UNMARRIED WOMAN AS TO AN UNDIVIDED 50% INTEREST, 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 THIS REFERENCE MADE A PART HEREOF.

If the Trustor shall sell, convey or alienate the hereindescribed 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.

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 \$ 28,000.00 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 their corresponding document details.

(which provisions, identical in all countries, 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 \$ 28,000.00 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 CLARK

On DECEMBER, 29, 1995 Before me, a Notary Public, personally appeared \*\*MATTHEW J. WENNER\*\*

Matthew J. Wenner (Signature)

MATTHEWS J. WENNER

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 he executed it.

Signature: Alison McGrath (Notary Public)

(Notarial Seal)



ALISON McGRATH Notary Public - Nevada My appl. exp. Nov. 27, 1996 No. 95-1569-1

Escrow No. 95-10-0440 JH

Name Mr. Gerald Gribble Street Address 740 E. CENTER City & State PROVO, UT 84606

EXHIBIT "A"

All the Northerly eighty-nine (89) feet of Lot Numbered Three (3) in Block Numbered Nineteen (19), said parcel extending the full width of 264 feet or 16 rods of said Lot 3 in Block 19 in the Town of Panaca, County of Lincoln, State of Nevada as shown on the Official Map thereof recorded in the Book of Plats, page 34, Lincoln County, Nevada records.

ASSESSOR'S PARCEL NUMBER FOR 1995 - 1996: 02-043-06

104686

Cow County Title  
January 24, 1996  
P. 02  
P. 117  
P. 170  
Yuriko Setzer

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By *Bertie Boucher* deputy