

Lincoln County

DEED OF TRUST

THIS DEED OF TRUST made and entered into this 27 day of February A.D. 1996 by and between Ruben Garza and Isabel Garza, husband and wife, and GAMA, INC., a Nevada corporation, by Ruben Garza, president, as grantors and Marsha L. Scofield as trustee and Floyd R. Lamb Trust as Beneficiary.

WITNESSETH: That the grantors, for good and sufficient consideration the receipt of which is hereby acknowledged, hereby convey and warrants unto the trustee and to her successor in trust for the purpose of securing performance of the covenants and agreements herein contained, that certain real property, all rights title and interest in any and all buildings such as convenience store, service station, Del Pueblo restaurant, modular homes, etc., including any and all improvements more particularly described as follows:

A parcel within the Northeast Quarter (NE $\frac{1}{4}$ ) of Section 5, Township 7 South, Range 61 East, N.P.D.611., Lincoln County, Nevada and described as follows:

COMMENCING at the Northeast corner of said Section 5;  
THENCE North 00°39'54" West along the North line of Section 5 a distance of 1243.50 feet to the East Right of Way Line of U.S. Highway 93;  
THENCE South 01°10'39" West along the Right of Way Line a distance of 394.81 feet to the TRUE POINT OF BEGINNING;  
THENCE continuing South 01°10'39" West a distance of 140.19 feet;  
THENCE South 00°49'21" East a distance of 621.44 feet;  
THENCE North 01°10'39" East a distance of 140.19 feet;  
THENCE North 00°49'21" West a distance of 621.44 feet to the TRUE POINT OF BEGINNING.

Also

A parcel within the NE $\frac{1}{4}$  of Sec. 5, T7S., R61E., MDD&N., Lincoln County, Nevada and described as follows:

COMMENCING at the Southeast corner of said NE $\frac{1}{4}$  Sec. 5, Thence N. 89°05'36" W., along the South line of said NE $\frac{1}{4}$  Sec. 5, a distance 1262.74 feet to the East right of way line of US Highway 93; Thence N. 01°10'39" E., along said right of way line a distance of 1694.78 feet to the TRUE POINT OF BEGINNING; Thence continuing N. 01°10'39" E., a distance of 280.38 feet; Thence S. 00°49'21" E., along the South line of Ruben Garza property a distance of 621.44 feet; Thence South 01°10'39" W., a distance of 280.38 feet; Thence N. 00°49'21" W., a distance of 621.44 feet to the TRUE POINT OF BEGINNING. This parcel contains 4 acres, more or less.

A parcel of land within the NE $\frac{1}{4}$  of Sec. 5, T7S., R61E., MDD&N., Lincoln County, Nevada, described as follows:

COMMENCING at the Northeast corner of said Sec. 5, Thence N. 00°39'45" W., along the North line of said Section 5, a distance of 1243.50 feet to the East right of way line of US Highway 93; Thence S. 01°10'39" W., along the right of way line a distance of 535. feet to the TRUE POINT OF BEGINNING, said point also being the Southeast corner of that certain parcel of land conveyed to Harry Henkel on Jan. 1977, Thence continuing S. 01°10'39" W., a distance of 140.19 feet; thence South 00°49'21" E., a distance of 621.44 feet; Thence N. 01°10'39" E., a distance of 140.19 feet; Thence N. 00°49'21" W., a distance of 621.44 feet to the TRUE POINT OF BEGINNING.

Also

A parcel of land within the Northeast quarter (NE $\frac{1}{4}$ ) of Section 5, Township 7 South, Range 61 East, MDD&N., Lincoln County, Nevada, and described as follows:

Commencing at the Southeast corner of said Northeast quarter of Section 5; Thence N. 89°05'36" W., along the South line of said Northeast quarter of Section 5 a distance of 1262.74 feet to the East right of way line of U. S. Highway 93; thence N. 1°10'39" E., along said right of way line a distance of 1503.26 feet to the True Point of Beginning; thence continuing N. 1°10'39" E., a distance of 191.52 feet; thence S. 00°49'21" E., along the south line of Ruben Garza property a distance of 621.44 feet; thence S. 1°10'39" W., a distance of 191.52 feet; thence N. 00°49'21" W., a distance of 621.44 feet to the TRUE POINT OF BEGINNING.

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TO HAVE AND TO HOLD the same unto the trustee as herein provided. WHEREAS, Grantors are justly indebted to the Beneficiary upon that certain Promissory Note executed of even date herewith.

THE GRANTORS COVENANT AND AGREE AS FOLLOWS:

- 1. To pay said indebtedness and the interest thereon as herein and in said contract provided or according to any agreement extending time of payment. Also, any other indebtedness due from Grantors to Beneficiary as HEREINABOVE PROVIDED.
- 2. The following covenants: nos. 1, 2, (insurable value) 3, 4 (10%) 5,6 (default shall be waived if cured within 90 days of breach), 7 (10%) 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.
- 3. Grantors agree to maintain adequate fire and damage insurance, with pay clause payable to beneficiary herein as his interest may be.

IN WITNESS WHEREOF, we have her unto set our hands the day and year first above written, same being the effective date of the instrument.

Ruben Garza  
RUBEN GARZA

Isabel Garza  
ISABEL GARZA

GAMA, INC.  
Ruben Garza  
By: RUBEN GARZA, President

STATE OF NEVADA        )  
                                  ) ss.  
County of Lincoln        )

On this 27<sup>th</sup> day of February A.D. 1996, before me, a Notary Public, in and for the said county and state, personally appeared Ruben Garza and Isabel Garza, husband and wife, known to me to be the persons described in and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Marjorie Davis  
NOTARY PUBLIC  
MARJORIE DAVIS  
Notary Public - Nevada  
Lincoln County  
My appt. exp. July 25, 1998



105064  
RECORDED AND INDEXED BY  
Nevada Bank & Trust  
April 8, 1996  
...01... MINUTES ... LOCK ...  
... 118 ... OF ...  
... 218 ... LINCOLN ...  
Yuriko Setzer

By Lulie Borich, deputy