

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 20TH day of AUGUST, 1996, between

TERRY TRUAX AND MARSHA TRUAX, herein called GRANTOR or TRUSTOR, whose mailing address is 6317 BARKSTONE AVENUE, LAS VEGAS, NV 89108

FIRST AMERICAN TITLE COMPANY, a Nevada corporation, herein called TRUSTEE, and CLARK COUNTY CREDIT UNION, herein called BENEFICIARY,

WITNESSETH: THAT WHEREAS Trustor has borrowed and received from Beneficiary in lawful money of the United States the sum of FIFTY-TWO THOUSAND AND NO/100\*\*\*\*\* (52,000.00)\*\*\*\*\* 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 therefor by Trustor;

NOW, THEREFORE for the purpose of securing 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 AND MADE A PART HEREOF

Note secured by this Deed of Trust payable at 52,000.00\*\*\*\*\* 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. 596593, 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 \$ 52,000.00 and with respect to attorney's fees provided for by covenant 7 the percentage shall be %.

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 herein before set forth.

Signature of Trustor

TERRY TRUAX (Signature)

MARSHA TRUAX (Signature)

If executed by a Corporation the Corporation Form of Acknowledgement must be used.

STATE OF NEVADA

COUNTY OF CLARK

On SEPTEMBER 4, 1996

ss.

before me, the

undersigned, a Notary Public in and for said County and State, personally appeared TERRY TRUAX AND MARSHA TRUAX

known to me to be the person 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.

(Seal)

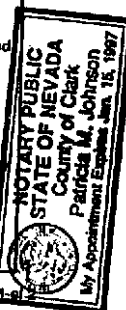
Signature Patricia M. Johnson

Name (Typed or Printed)

Notary Public in and for said County and State.

When Recorded mail to: CLARK COUNTY CREDIT UNION, POBOX 36490, LAS VEGAS NV 89133-6490, Loan No.

SPACE BELOW THIS LINE FOR RECORDER'S USE



424933EX

EXHIBIT "A"

DESCRIPTION

All that certain lot, piece or parcel of land situate in the County of Lincoln, State of Nevada, described as follows:

Surface rights only in and to Lots Five (5) and Six (6) of Block No. 43 in the City of Caliente, County of Lincoln, State of Nevada, said Block being bounded on the North by Lincoln Street, on the West by First Street, on the South by Dixon Street, and on the East by Conaway Street. Said Block 43 is described on the Official Plat of said City of Caliente on file, and of record, in the Lincoln County Recorder's office in Pioche, Nevada.

05919

NO. 05919  
FILED AND RECORDED AT REQUEST OF  
FIRST AMERICAN TITLE  
SEPTEMBER 10, 1996  
AT 25 MINUTES PAST 2 O'CLOCK  
PM IN BOOK 121 OF OFFICIAL  
RECORDS, PAGE 17 LINCOLN COUNTY  
NEVADA.

YUIRKO SETZER  
BY Judith Boucher COUNTY RECORDER, DEPUTY