

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 5th day of JUNE, 1996, between

JIM MCGOVERN, An Unmarried Man, herein called GRANTOR or TRUSTOR

whose address is (number and street) (city) (state) (zip)

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

GARY BYWATER AND RACHEL JOHANNA BYWATER, 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 CLARK County, Nevada, described as:

SEE ATTACHED EXHIBIT "A" FOR THE LEGAL DESCRIPTION

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 \$16,000.00 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 document details.

(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 } ss. COUNTY OF Clark }

On June 6th 1996 Before me, a Notary Public, personally appeared JIM MCGOVERN. * * * * *

X [Signature] JIM MCGOVERN

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 [Signature] (Notary Public) (Notarial Seal)

EARLENE F. GORDON Notary Public - Nevada Clark County My appt. exp. Aug. 10, 1998

Escrow No. 95-07-1736-EG

Name: GARY BYWATER ETUX Street Address: 2514 W. Glendale Ave. Sp. #35 City & State: Phoenix, AZ, 85051

EXHIBIT "A"

All that certain real property situate in the County of Lincoln, State of Nevada, described as follows:

Being a portion of the East Half (E1/2) of the East Half (E1/2) of the Northwest Quarter (NW1/4) of Section 8, Township 4 South, Range 67 East, M.D.B.&M., commonly known as House No. 5 in the Railroad Row, and more particularly described as follows:

COMMENCING at the center of said Section 8;
thence North along the East line of said (NW1/4),
596.40 feet;
thence west at right angles to said East line, 514.50
feet to the TRUE POINT OF BEGINNING;
thence north parallel with said east line, 54.04 feet;
thence west at right angles, 121.00 feet;
thence south 54.04 feet along a line parallel with the
and distant east 24.50 feet, measured at right angles from the
west line of said (E1/2) of the (E1/2) of the (NW1/4);
thence east at right angles to said parallel line, 121.00 feet
to the TRUE POINT OF BEGINNING;

Except all mineral and all mineral right of every kind and character, now known to exist or hereafter discovered including without limiting on the generality of the foregoing, oil, gas, and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to the grantor, its successors and assigns, but without entering upon or using the surface of the lands hereby conveyed, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by the grantee, as reserved in the Deed from Los Angeles and Salt Lake Railroad, formerly San Pedro, Los Angeles and Salt Lake Railroad, recorded October 30, 1959 in Book "L-1" of Real Estate Deeds, page 235 as File No. 37013, Lincoln County, Nevada records.

ASSESSOR'S PARCEL NUMBER FOR 1996 - 1997: 03-078-04

NO. **106016**
FILED AND RECORDED AT REQUEST OF
Cow County Title
October 1, 1996
AT 05 MINUTES PAST 3 O'CLOCK
P M IN BOOK 121 OF OFFICIAL
RECORDS, PAGE 270 LINCOLN COUNTY
NEVADA.

YUIRKO SETZER
by *Zeddie Boucher* COUNTY RECORDER, deputy

BOOK 121 PAGE 271