SHORT FORM DEED OF TRUST AND ASSIGNMENT OF BENTS This Deed of Trust, made this NINETERNIA , between day of MAY, 1997 MERIL VAN DUSEN and DELORES A. VAN DUSEN, Husband and Wife , herein called TRUSTOR. whose address is P. O. BOX 373, PIOCHE, NV 89043 (zie cede) LAND TITLE OF NEVADA, INC., a Nevada Corporation, herein called TRUSTEP, and LAWSON ERIC WILKERSON and PATRICIA ANN WILKERSON, Husband and Wife as Joint Tenante berein called BENEFICIARY. WITNESSETH: That whereas Trustor has borrowed and received from Beneficiary in lawful money of the United and has agreed to repay the same with interest, to Beneficiary is lawful money of the United States according to the terms of a promissory note of even date berewith, 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: SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE HEREBY MADE A PART HEREOF. This Deed of Trust is given and accepted as a portion of the purchase price. This Deed of Trust is given and accepted upon the express provision that should the property hereinbefore described, or any part thereof, be conveyed or alienated by Trustor, either voluntarily or by operation of law, without Beneficiary's written consent, then all sums secured hereby shall, at Beneficiary's option, become immediately due and payable. TOGITHIBR WITH the sents, issues and profits thereof, reserving the right to collect and use the same except during continuance of such It bernunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party herein. The sents, issues and profits reserved shall include all apportances in which Trustor has any interest, including water rights benefiting said. The rests, interest and profits reserved shall devide all apprehences in which Trustor has any interest, including nuter rights benefiting shift such writer represented by sherest of a company or otherwise. For the purpose of securing: I. Performance of such agreement of Trustor incorporated by reference or contained herein. 2 Payment of the indebtodness evidenced by one promissory note of even date herwith, and any extension on creatwel thereof. 2 Payment of such additional sums as may hermalter be advanced for the secoust of Trustor or Amigns by Bearlicisty with interest thereon. To protect the security of this Deed of Trust, Trustor agrees: By the arceution and delivery of this Deed of Trust and the note secured harsby, that provisions (1) thru (16) inclusive of the Master Form Deed of Trust recorded December 6, 1990 in LINCOLN Compy of the State of Nevada in the Boot and at the page, or document on Official Records in the Office of the County Recorder of LINCOLN COUNTY DOCUMENT NO. PACIFI BOOK LINCOLN 195491 93 490 bereby are adopted and incorporated herein and made a part hereof at fully as though set forth herein at length; that he will observe and parform and provisions; and that the reference to property, obligations, and parties in said provisions shall be construed to ruler to the property, obligations, and parties are forth in this Deed of Trust. TO HAVB 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 107.000 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. 3. the mount of fire immunes shall be the current four market value of buildings and improvements now or hereafter erected on said premises; Covenant No. 4. if this Dead of Trust source a promissory arie, the note mie plus two percent, if this Deed of Trust source as problem of performance, the mee of interest shall be fourteen percent (14%) per manun; Covenant No. 7, attorney fees shall be reasonable and costs shall include those actually incurred by Bioeficiary in the event of a default. Such provisions so incorporated shall have the same force and effect as though specifically set forth and incorporated vehicle in this Deed of Trust. The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereyholey be mailed to him as his address. MERIL VAN DUSEN MERIL VAN DUSEN Jelaus (M.) Luis Delores A. VAN DUSEN ACATTOP NEVADA) 22:) COUNTY OF <u>Lineals</u> On <u>al May 1997</u> personally appeared before me, a Notary Public, personally MERIL VAN DUSEN and DELORES A. VAN DUSEN personally known (or proven) to me to be the persons whose names 179328-MT1 ORDER NO. .. subscribed to the above instrument who acknowledged that they executed SPACE DELOW THIS LINE FOR RECORDER'S USE the instrument. Signature LL NOTATIV PUPILIC STATE OF PHANADA COMPANY AND ACCOMPANY AND

NOT 128 1 353

(NOTARIAL, STAMP)

WHEN RECORDED NO

P. O. BOX 181 LOGANDALE, NV 89021

LAWSON ERIC WILKERSON and PATRICIA ANN WILKERSON

rinini 'A'

ESCROW NO.: 179328-MT1

A PORTION OF THE SOUTH HALF (S 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 67 EAST, M.D.B.EM., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 23A OF THAT CERTAIN PARCEL MAP RECORDED DECEMBER 31, 1987 IN THE OFFICE OF THE COUNTY RECORDER OF LINCOLN COUNTY, NEVADA IN BOOK A OF PLATS, PAGE 282 AS FILE NO. 88175, LINCOLN COUNTY, NEVADA RECORDS.

tto. 109080
filed and recorded at request of
tow County Title

June 4, 1997
At 30 minutes past 4 0 clock p.m.

Lincoln County Nevada Recorder.

COUNTY RECORDER