

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 1 day of DECEMBER 1997, between

GORDON F YACH AND MARGARET JOYCE YACH, herein called GRANTOR or TRUSTOR,
whose mailing address is 4935 N MILLER LANE, LAS VEGAS, NV 89129

COW COUNTY TITLE CO, 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 ONE HUNDRED FIFTY THOUSAND AND 00/100 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:
LINCOLN

SEE EXHIBIT "A" ATTACHED TO AND MADE A PART HEREOF

SEE EXHIBIT "B" ATTACHED TO AND MADE A PART HEREOF

Note secured by this Deed of Trust payable at *****(\$150,000.00)***** 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. 586593, 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 \$ 150,000.00 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

Gordon F Yach
GORDON F YACH
Margaret Joyce Yach
MARGARET JOYCE YACH

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

STATE OF NEVADA

COUNTY OF CLARK

On DECEMBER 1, 1997 before me, the

undersigned, a Notary Public in and for said County and State, personally appeared GORDON F YACH AND

MARGARET JOYCE YACH
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.

(See)
Signature Patricia Johnson

Name (Typed or Printed)
Notary Public in and for said County and State.

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

SEAL BELOW THIS LINE FOR RECORDER'S USE
NO. **110323**
LED AND RECORDED AT REQUEST OF:
Cow County Title
Jan. 9, 1998
AT 25 MINUTES PAST 3 O'CLOCK
P.M. IN DOC. 132 OF OFFICIAL
RECORDS PAGE 223 IN VOL.
COUNTY CLERK
Patricia Johnson

EXHIBIT 'A'

A parcel of land situate in the West Half (W1/2) of the Southeast Quarter (SE1/4) of Section 35, Township 2 North, Range 69 East, M.D.B. & M., and being more particularly described as follows:

A Parcel of land situate in the community known as URSINE, and shown on a Map as Lot 9, and further described as follows:

Beginning at the Southwest corner, whence the corner common to Section 2 and 3, Township 1 North, and Sections 34 and 35, Township 2 North, all in Range 69 East, M.D.M., bears South 69°09' West 3686.4 feet;
Thence 20°57' East 108.8 feet to the Northwest corner;
Thence South 86°35' East 264.2 feet to the Northeast corner;
Thence South 4°56' East 122.5 feet to the Southeast corner;
Thence North 83°25' West 315.2 feet to the Southwest corner,
the place of beginning.

ASSESSOR'S PARCEL NUMBER FOR 1997 - 1998: 06-241-11

EXHIBIT "B"

ALIENATION CLAUSE

'IF THE TRUSTOR SHALL SELL, CONVEY, OR ALIENATE THE HEREIN DESCRIBED 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 THE BENEFICIARY'S WRITTEN CONSENT TO DO SO, THE ENTIRE BALANCE SHALL AT THE OPTION OF THE HOLDER HEREOF, AND WITHOUT DEMAND OR NOTICE, IMMEDIATELY BECOME DUE AND PAYABLE.'