## SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 20<sup>TH</sup> day of June 2000, between LAMONT WADSWORTH AND ANNETTE WADSWORTH, husband and wife, hereinafter called Trustor, and DAVID F. FEDEL AND LINDA FEDEL, husband and wife as joint tenants, herein called TRUSTEE AND BENEFICIARY.

WITNESSETH: That whereas Trustor has borrowed and received from Beneficiaries in lawful money of the United States the sum of FIFTY THOUSAND AND NO/100THS DOLLARS (\$50,000.00) and Trustor has agreed to repay the same to Beneficiaries in lawful money of the United States according to the terms of a promissory note of even date herewith, executed and delivered therefore by Trustors.

WITNESSETH: That Trustors IRREVOCABLY GRANT, TRANSFER AND ASSIGN TO TRUSTEES IN TRUST, WITH POWER OF SALE, that property in Clark County, Nevada, described as:

See Exhibit "A" attached

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 Beneficiaries to collect and enforce the same by any lawful means in the name of any party hereto.

The rents, issues and profits reserved shall include all appurtenances in which Trustor has any interest, including water rights benefiting said realty whether represented by shares of a company or otherwise.

For the purpose of securing: 1. Performance of each agreement of Trustors 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. 3. Payment of such additional sums as may hereafter be advanced for the account of Trustors or Assigns by Beneficiaries with interest thereon..

To protect the security of this Deed of Trust, Trustors agree: By the execution and delivery of this Deed of Trust, and the Note secured hereby, that provision (1) thru (16) inclusive of the Master Form Deed of Trust recorded December 10, 1990 in all Counties of the State of Nevada, except Lincoln County, in which said Master Form Deed of Trust was recorded December 6, 1990, 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:

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COUNTY	DOCUMENT NO.	воок	PAGE
Carson City	108878	_ 1	
Churchill	256834	7	\. <u>.</u>
Clark	00142	901210	`\
Douglas	240655	1290	1038
Elko	300907	741	664
Esmeralda	135095	158	056
Eureka	134957	218	045
Humboldt	322098	296	623
Lander	167471	354	215
Lincoln	095491	93	490
Lyon	138208	\ <u></u>	\
Mineral	098455	140	289
Nye	274004	11/	\
Pershing	183966	251	362
Storey	66828	81	611
Washoe	1446738	3184	0882
White Pine	271223	176	126
7, 7			

hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that they will observe and perform said provisions; and that the reference 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.

TO HAVE 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 107.030 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. 2, the amount of fire insurance shall be the current fair market value of buildings and improvements now or hereafter erected on said premises; Covenant No. 4, if this Deed of Trust secures a promissory note, the note rate plus two percent; if this Deed of Trust secures any other obligation or performance, the rate of interest shall be fourteen percent (14%) per annum; Covenant No. 7, attorney fees shall be reasonable and costs shall include those actually incurred by Beneficiaries in the event of a default. Such provision so incorporated shall have the same force and effect as though specifically set forth and incorporated verbatim in this Deed of Trust.

The undersigned Trustors request that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to them at an address designated by them.

ANNETTE WADSWORTH Annette Wadsworth

STATE OF NEVADA

COUNTY OF CLARK

On this 20th day of June, 2000, personally appeared before me, a Notary Public in and for said County and State, LAMONT WADSWORTH AND ANNETTE WADSWORTH, known to me to be the person described in the foregoing instrument who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes herein mentioned.

MACHINIA / LA

COUNTY AND STATE

Notary Public State Of Nevada County Of Clark VIRGINIA V. FEDEL My Appointment Expires June 9, 2001

WHEN RECORDED MAIL TO:

DAVID AND LINDA FEDEL 1741 SADDLEBACK COURT HENDERSON, NV 89014

## **EXHIBIT "A"**

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN LINCOLN COUNTY, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART OF THE SOUTH ONE-HALF OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 61 EAST.

COMMONLY KNOWN AS: WADSWORTH RANCH

44 RICHARDVILLE ROAD

HIKO, NV 89017

ASSESSOR'S PARCEL NUMBER: 11-160-13

36.59 ACRES

NO. 115093

FRED AND RECORDED AT REQUEST OF GREYSTONE FINANCIAL GROUP AUGUST 31, 2000

AT 40 IMPAIRE PAST 4 O'CLOCK PH IN BOOK 150 OF OFFICIAL NECONOR PAGE 272 LINCOLN DOUBLY, NEWADA.