

When recorded mail to:  
Leonard Mackedon  
P.O. Box 511  
Fallon, Nevada

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DEED OF TRUST

THIS DEED OF TRUST, made this 12th day of May,  
A.D., 1978, between KENT C. SMITH, a single man, of the County of  
Douglas, State of Nevada, hereinafter called the Trustor, and  
LAWYERS TITLE INSURANCE CORPORATION, a Virginia corporation  
authorized to do business in the State of Nevada, hereinafter  
called the Trustee, and LEONARD MACKEDON and JULIA MACKEDON,  
husband and wife, as joint tenants, of the County of Churchill,  
State of Nevada, hereinafter called the Beneficiaries,

W I T N E S S E T H :

WHEREAS the Trustor is indebted to the Beneficiaries in  
the sum of NINE THOUSAND DOLLARS (\$9,000.00), and has agreed to  
pay the same according to the terms of a certain promissory note  
of even date herewith, executed and delivered by the Trustors to  
the Beneficiaries, and

WHEREAS this deed of trust is intended to secure the pay-  
ment of said promissory note, which promissory note represents  
money actually used for the acquisition of the property described  
herein;

NOW, THEREFORE, the Trustor, for the purpose of securing  
the payment of the sums due under said promissory note, and also  
of all other moneys herein agreed or provided to be paid by the  
Trustor, or which may be paid out or advanced by the Beneficiaries  
to the Trustee under the provisions of this instrument, with the  
interest in each case, grant unto the Trustee all that certain  
lot, piece, or parcel of land situate in the County of Douglas,  
State of Nevada, more particularly bounded and described as  
follows, to wit:

A parcel of land located in the SW 1/4 of the  
SE 1/4 of section 1, Township 12 North, Range  
20 East; M.D.B.&M., in Douglas County, Nevada,  
described as follows:

MICHAEL F. MACKEDON  
ATTORNEY AT LAW  
78 NORTH MAINE STREET  
FALLON, NEVADA 89406

(702) 423-2106

20646  
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1 Beginning at a point on the south boundary of  
2 the said SW 1/4 SE 1/4 Section 1, from which  
3 the south one quarter corner of said Section  
4 1 bears N. 89°50'20" W., 450.30 feet; thence  
5 along said south boundary S. 89°50'20" E.,  
254.13 feet; thence N. 0°00'40" E., 359.00  
feet; thence N. 89°50'20" W., 254.13 feet;  
thence S. 0°00'40" W., 359.00 feet to the point  
of beginning.

6 SUBJECT to an easement for a road located in  
7 the SW 1/4 SE 1/4 Section 1, T. 12 N., R 20 E.,  
8 M.D.B.&M., known as the Sheep Camp Road, 50  
feet wide, being 25 feet on each side of a  
centerline described as follows:

9 Beginning at a point in the centerline of Fish  
10 Spring Road from which the south one quarter  
11 corner of said section 21 bears S. 43°43'13" W.,  
532.59 feet; thence running S. 89°50'20" E.,  
12 957.46 feet to the east boundary of said SW 1/4  
SE 1/4 Section 1, Township 12 North, Range 20  
East, M.D.B.&M.

13 TOGETHER with, all and singular, the waters and water  
14 rights, ditches and ditch rights, tenements, hereditaments, and  
15 appurtenances thereunto belonging or in anywise appertaining, and  
16 the reversion and reversions, remainder and remainders, rents,  
17 issues and profits thereof.

18 This deed of trust will be security for the payment in  
19 lawful money of the United States of America, of any and all  
20 moneys that may hereafter become due and payable from the Trustor  
21 to the Beneficiaries from any cause whatsoever, and shall also be  
22 security for any and all renewals of the debt of the Trustor to the  
23 Beneficiaries, however evidenced.

24 The following covenants: Numbers 1, 2 \$9,000.00, 3,  
25 4 8-1/2 %, 5, 6, 7 (reasonable), 8, and 9 of Nevada Revised  
26 Statutes, Section 107.030, relating to transfers in trust of  
27 estates in real property, to secure the performance of an obliga-  
28 tion, or the payment of a debt, and to provide that certain cov-  
29 enants, agreements, obligations, rights and remedies thereunder  
30 may be adopted by reference, and other matters relating thereto,  
are hereby adopted and made a part of this deed of trust.

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In addition to the above covenants, the said Trustor also promises and agrees to neither commit nor permit waste to the said premises and to keep the same in good condition and repair.

It is specifically understood and agreed that until such time as the note secured by this deed of trust has been paid in full, the Trustor shall not remove any buildings or improvements now on the premises, or which may hereafter be erected on said premises.

IN WITNESS WHEREOF, the Trustor has hereunto set his hand, the day and year first above written.

Kent C Smith  
KENT C. SMITH

STATE OF NEVADA )  
County of Douglas )

ss.

On this 12th day of May, A.D., 1978, personally appeared before me, a Notary Public in and for the county and state aforesaid, KENT C. SMITH, known to me to be the person described in and who executed the above and foregoing instrument; who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

DIXIE C. HARRIS  
Notary Public - State of Nevada  
Douglas County  
My Commission expires Sept. 17, 1981

Dixie C Harris  
Notary Public

REQUESTED BY  
**LAWYERS TITLE INS. CORP.**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA  
\$ 5.00  
1978 MAY 12 PM 4:12

PATRICIA J. WILLIAMS  
RECORDER  
Donna Juchter 20646  
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MICHAEL F. MACKEDON  
ATTORNEY AT LAW  
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