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

30692 M

MICHAEL F. MACKEDON ATTORNEY AT LAW 78 NORTH MAINE STREET FALLON, NEVADA 89408

FALLON, NEVADA 89406
(702) 423-2106

## 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,

## WITNESSETH:

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 payment 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:

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Beginning at a point on the south boundary of the said SW 1/4 SE 1/4 Section 1, from which the south one quarter corner of said Section 1 bears N. 89°50'20" W., 450.30 feet; thence 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.

SUBJECT to an easement for a road located in the SW 1/4 SE 1/4 Section 1, T. 12 N., R 20 E., 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:

Beginning at a point in the centerline of Fish Spring Road from which the south one quarter corner of said section 21 bears S. 43°43'13" W., 532.59 feet; thence running S. 89°50'20" E., 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.

rights, ditches and ditch rights, tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

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

The following covenants: Numbers 1, 2 \$9,000.00 ,3, 4 8-1/2 %, 5, 6, 7 (reasonable), 8, and 9 of Nevada Revised Statutes, Section 107.030, relating to transfers in trust of estates in real property, to secure the performance of an obligation, or the payment of a debt, and to provide that certain covenants, agreements, obligations, rights and remedies thereunder 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.

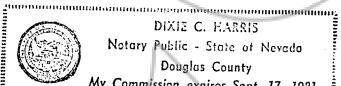
IN WITNESS WHEREOF, the Trustor has hereunto set his hand, the day and year first above written.

STATE OF NEVADA

County of Douglas

May On this 12th day of ,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

Sau Notary/

> REQUESTED BY LAWYERS TITLE INS. CORP. IN OFFICIAL RECORDS OF DOUGLAS CO. NEVADA

\$ 5.00 pb 1978 HAY 12 PH 49 12

RATRICIA J. WILLIAMS

MICHAEL F. MACKEDON ATTORNEY AT LAW 78 NORTH MAINE STREET FALLON, NEVADA 89408

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