

Mail To:

✓ Mary Lou Watson, Trustee

P.O. Box 2734

Carson City, NV 89702

## DEED TO TRUSTEE

N.B.T.T. \$ #8

THIS DEED, made this 1<sup>st</sup> day of May, 19 97 between

Angus W. McLeod, a single man

whose address is 1306 W. Craig Road, #180, North Las Vegas, Nevada 89030

of the County of Clark and State of Nevada, grantor and

Trust D10, Mary Lou Watson, Trustee

whose address is P.O. Box 2734

Carson City, Nevada 89702, grantee:

WITNESSETH, that the grantor, for and in consideration of the sum of **TEN DOLLARS (\$ 10.00 )**, the receipt and sufficiency of which is hereby acknowledged and received, and for other good and valuable consideration, has granted bargained, sold and conveyed, and by these presents does grant, bargain sell, convey and confirm unto the grantee, their heirs and assigns forever, all the real property, together with improvements, if any, situate and being in the County of Douglas, State of Nevada, described as follows:

See Exhibit "A" attached.

TOGETHER with all and singular hereditaments and appurtenances thereunto belonging, or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the said grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises in fee simple forever, with the appurtenances attached thereto upon the trust and for the uses and purposes herein and as stated in a certain Trust Agreement dated May 1, 1997.

FULL POWER AND AUTHORITY GRANTED TO SAID TRUSTEE, with respect to the said premises or any part of it, and at any time or times, to subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to donate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property or any part thereof, from time to time, in possession or reversion by leases to commence now or later, and upon any terms and for any period or periods of time and to renew or extend leases upon any terms and for any period or periods of time and to amend, change, or modify leases and the terms and provisions thereof at any time hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rents, to partition or to exchange said property or any part thereof for other real or personal property, to grant easements or changes of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

IN NO CASE shall any party dealing with the said trustee in relation to said premises, to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or

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be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under such conveyance, lease or other instrument, (a) that at the time of delivery thereof, the trust created by this Indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in full accordance of the trust's conditions and limitations contained herein and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder and (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument.

THE INTEREST OF EACH AND EVERY BENEFICIARY UNDER SAID TRUST AGREEMENT and of all persons claiming under them or any of them shall be only in the earnings, avails, and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property. No beneficiary hereunder shall have any title or interest legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

AND THE SAID GRANTOR, for himself, his heirs, and personal representatives, does covenant, grant bargain and agree to and with the grantee, their heirs and assigns, that at the time of the ensembling and delivery of these presents, is well seized of the premises above conveyed, has good, sure, perfect, absolute indefeasible estate if inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of any kind or nature whatsoever, except any easements, restrictions, covenants, zoning ordinances and rights-of-way of record and property taxes accruing subsequent to June 30, 1998 a lien not yet due and payable.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs, and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

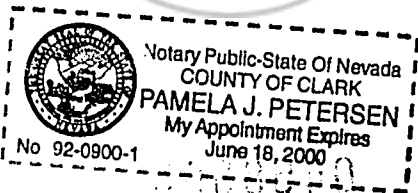
Angus W. McLeod  
ANGUS W. MCLEOD

STATE OF NEVADA )  
COUNTY OF CLARK ) ss:

On May 1, 1997, before me,  
A Notary Public, personally appeared

Angus W. McLeod  
Who acknowledged that *he* executed  
the foregoing instrument.

Pamela J. Petersen  
Notary Public



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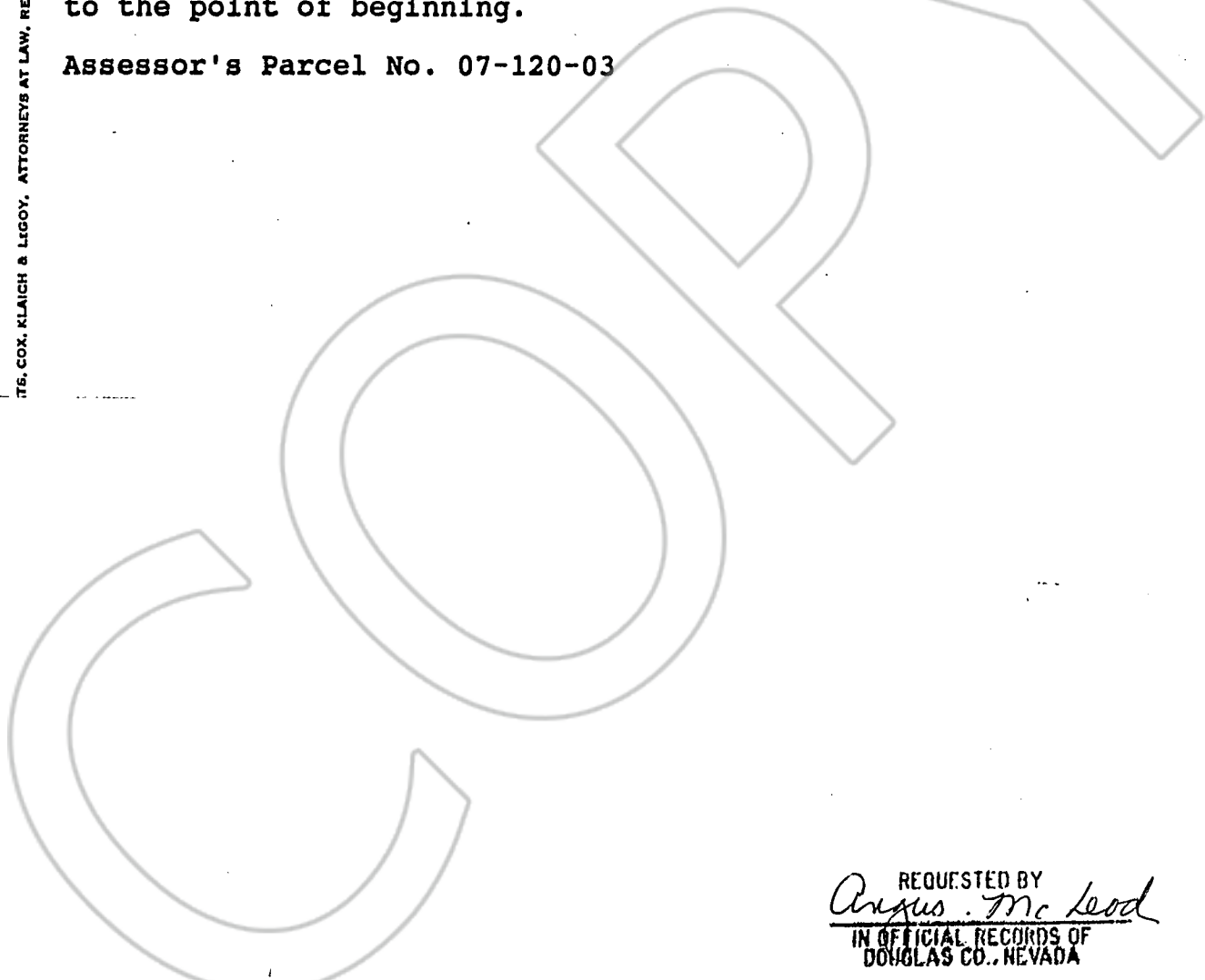
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EXHIBIT A

Commencing at a point on the West side of the Highway right of way line created by deed recorded in Book U of Deeds, page 110, Douglas County, Nevada, records, said point being described as bearing South 60°13'00" West 127.20 feet from the Section corner common to Section 22, 23, 26 and 27, Township 13 North, Range 18 East, M.D.B.&M; thence North 61°00'00" West 350.00 feet; thence North 18°24'08" East a distance of 198.04 feet to the point of beginning; thence continuing North 18°24'08" East a distance of 101.07 feet; thence South 61°00'00" East a distance of 382.78 feet to a point on the West side of said Highway right of way line; thence from a tangent bearing South 21°14'21" West curving to the right along the westerly side of said Highway right of way line with a radius of 2460 feet through an angle of 02°19'45" a distance of 100.00 feet to a point; thence North 61°00'00" West a distance of 375.68 feet to the point of beginning.

Assessor's Parcel No. 07-120-03

ITB, COX, KLAICH & LIGOTY, ATTORNEYS AT LAW, RENO, NEVADA



REQUESTED BY  
*Angus McLeod*  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

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LINDA SLATER  
RECORDER  
\$9<sup>00</sup> PAID *Bh* DEPUTY