

DEED OF TRUST

THIS DEED OF TRUST, made this 26 day of October, 1984, by and between DIAGNOSTIC MEDICAL SERVICES, INC., A Nevada Corporation, as Trustor, and FRONTIER TITLE COMPANY, as Trustee, and LYNDELL MIXER and MILLIE MIXER, husband and wife, as Beneficiary. (It is distinctly understood that the words "Trustor" and "Beneficiary" and the word "his" referring to the Trustor or Beneficiary, as herein used, are intended to and do include the masculine, feminine and neuter genders and the singular and plural numbers, as indicated by the context.)

WITNESSETH:

That said Trustor hereby grants, conveys and confirms unto said Trustee in trust with power of sale, the following described real property situate in the County of Lincoln, State of Nevada, to-wit:

Lots 15, 16, 17 and 18, and the West half of Lot 14, in Block 11, in the City of Caliente, Nevada, according to the Official Plat thereof, filed in the Office of the County Recorder of Lincoln County, Nevada.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title and interest, homestead or other claim or demand, as well in law as in equity, which the Trustor now has or may hereafter acquire, or, in or to the said premises or any part thereof, with the appurtenances.

As additional security, Trustor hereby assigns all rents from such property and gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues, and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues, and profits as they become due and payable.

Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

The entering upon and taking possession of said property, the collection of such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

TO HAVE AND TO HOLD the same unto the said Trustee and its successors, upon the trusts hereinafter expressed:

GARY D. FAIRMAN
A PROFESSIONAL CORPORATION
727 AVENUE G - P. O. BOX 8
ELY, NEVADA 89301
(702) 880-4422

1 As security for the payment of Twenty Seven Thousand
 2 Dollars (\$27,000.00) in lawful money of the United States of
 3 America, with interest thereon in like money and with expenses
 4 and counsel fees according to the terms of the Promissory Note or
 5 Notes for said sum executed and delivered by the Trustor to the
 6 Beneficiary; such additional amounts as may be hereafter loaned
 7 by the Beneficiary or his successor to the Trustor or any of
 8 them, or any successor in interest of the Trustor, with interest
 9 thereon, and any other indebtedness or obligation of the Trustor
 10 or any of them, and any present or future demands of any kind or
 11 nature which the Beneficiary, or his successor, may have against
 12 the Trustor or any of them, whether created directly or acquired
 13 by assignment; whether absolute or contingent; whether due or
 14 not, or whether otherwise secured or not, or whether existing at
 15 the time of the execution of this instrument, or arising
 16 thereafter; also as security for the payment and performance of
 17 every obligation, covenant, promise or agreement herein or in
 18 said note or notes contained.

19 Trustor grants to Beneficiary the right to record notice
 20 that this Deed of Trust is security for additional amounts and
 21 obligations not specifically mentioned herein but which constitute
 22 indebtedness or obligations of the Trustor for which Beneficiary
 23 may claim this Deed of Trust as security.

24 AND THIS INDENTURE FURTHER WITNESSETH:

25 FIRST: The Trustor promises and agrees to pay when due
 26 all claims for labor performed and materials furnished for any
 27 construction, alteration or repair upon the above-described
 28 premises; to comply with all laws affecting said property or
 29 relating to any alterations or improvements that may be made
 30 thereon; not to commit, suffer or permit any acts upon said
 31 property in violation of any law, covenant, condition or restric-
 32 tion affecting said property.

33 SECOND: The Trustor promises to properly care for and
 34 keep the property herein described in first-class condition, order
 35 and repair; to care for, protect and repair all buildings and
 36 improvements situate thereon; and otherwise to protect and pre-
 37 serve the said premises and the improvements thereon and not to
 38 commit or permit any waste or deterioration of said buildings and
 39 improvements or of said premises. If the above described property
 40 is farm land, Trustor agrees to farm, cultivate and irrigate said
 41 premises in a proper, approved and husbandmanlike manner.

42 THIRD: The following covenants, Nos. 1, 2 (\$27,000.00
 43 amount of insurance), 3, 4 (interest 10% per annum), 5, 6, 7
 44 (counsel fees 25%) and 8 of N.R.S. 107.030, are hereby adopted
 45 and made a part of this Deed of Trust.

46 FOURTH: Beneficiary may, from time to time, as provided
 47 by statute, or by a writing, signed and acknowledged by him and
 48 recorded in the office of the County Recorder of the County in
 49 which said land or such part thereof as is then affected by this
 50 Deed of Trust is situated, appoint another Trustee in place and
 51 stead of Trustee herein named, and thereupon, the Trustee herein
 52 named shall be discharged and Trustee so appointed shall be
 53 substituted as Trustee hereunder with the same effect as if
 54 originally named Trustee herein.

55 FIFTH: Trustor agrees to pay any deficiency arising
 56 from any cause after application of the proceeds of the sale held

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1 in accordance with the provisions of the covenants hereinabove
2 adopted by reference.

3 SIXTH: The rights and remedies hereby granted shall not
4 exclude any other rights or remedies granted by law, and all
5 rights and remedies granted hereunder or permitted by law shall be
6 concurrent and cumulative. A violation of any of the covenants
7 herein expressly set forth shall have the same effect as the
8 violation of any covenant herein adopted by reference.

9 SEVENTH: In the event of any tax or assessment on the
10 interest under this Deed of Trust it will be deemed that such
11 taxes or assessments are upon the interest of the Trustor, who
12 agrees to pay such taxes or assessments although the same may be
13 assessed against the Beneficiary or Trustee.

14 EIGHTH: All the provisions of this instrument shall
15 inure to, apply, and bind the legal representatives, successors
16 and assigns of each party hereto respectively.

17 NINTH: In the event of a default in the performance or
18 payment under this Deed of Trust or the security for which this
19 Deed of Trust has been executed, any notice given under Section
20 107.080 N.R.S. shall be given by registered letter to the
21 Trustor(s) at the address herein, Box 523, Caliente NV 89408

22 and such notice shall be binding upon the Trustor(s), Assignee(s),
23 or Grantee(s) from the Trustor(s).

24 TENTH: It is expressly agreed that the trusts created
25 hereby are irrevocable by the Trustor.

26 IN WITNESS WHEREOF, the Trustor has executed these
27 presents the day and year first above written.

28 Jack W. Kindberg
29 DIAGNOSTIC MEDICAL SERVICES, INC.,
30 A Nevada Corporation

31 STATE OF Nevada)
32 County of Lincoln) : ss.

33 On this 26 day of October, 1984, before
34 me, the undersigned, a Notary Public in and for the County and
35 State above, duly commissioned and sworn, personally appeared
36 Jack Kindberg, known to me to be the
37 President of DIAGNOSTIC MEDICAL SERVICES,
38 INC., A Nevada Corporation, that executed the within instrument
39 and known to me to be the person who affixed his name thereto as
40 such, Jack Kindberg and who acknowledged to me
41 that he executed the same freely and voluntarily and for the uses
42 and purposes therein mentioned.

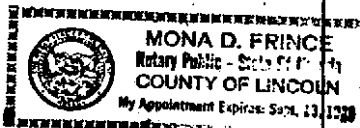
43 IN WITNESS WHEREOF, I have hereunto set my hand and
44 affixed my official seal the day and year last above written.

45 Mona D. Frince
46 Notary Public

47 No. 81432
48 FILED AND RECORDED AT REQUEST OF
49 Jack W. Kindberg
50 October 26, 1984
51 AT 40 M. 1
52 LINCOLN COUNTY, NEVADA
53 YURIKO SETZER
54 COUNTY RECORDER

55 By Mona D. Frince, Deputy

56 -3 and last-



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