DEED OF TRUST

THIS DEED OF TRUST made and entered into this day of "nas, 1985 by and between Michael and Gail P. Medina as Grantors and John and Anita Lee as Trustees and Beneficiaries.

WITNESSETH that the Grantors, for good and sufficient consideration, the receipt of which is hereby acknowledged, hereby convey and warrant unto the Trustee and to their successors in trust for the purpose of securing performance of the covenants and agreements herein contained, that certain real property more particularly described as follows:

Parcels 41D and 42D as shown on that certain Parcel Map of John and Anita Lee, filed in the Office of the County Recorder of Lincoln County, Nevada as File No. 82153, being 2.55 acres and 1.94 acres respectively, in Section 15, Township 1 North, Range 67 East, MDB&M, County of Lincoln, State of Nevada as Pile No. County of Lincoln, State of Nevada.

TOGETHER with any and all buildings and improvements

situate thereon.
TO HAVE AND TO HOLD the same unto the TRUSTEE as herein provided.

IN TRUST, nevertheless, for the purpose of securing performance of the contents and agreements herein contained.

MHEREAS, Grantors are justly indebted to the Beneficiaries upon that certain principal promissory note executed on even date herewith.

- THE GRANTORS COVENANT AND AGREE AS POLLOWS:
 1. To pay said indebtedness and the interest thereon as herein and in said Promiseory Note provided or according to any agreement extending time of payment, also any other indebtedness due from Grantor to Beneficiaries as hereinabove provided.
 - The following covenants: No's 1,3,4 (11%),5,6,7 (20%), 8 and 9, of Nevada Revised Statuates 107.030 are hereby adopted and made a part of this Deed of Trust.

IN WITNESS WHEREOF, we have hereunto set our hands the day and year first written above.

On the day of 1985, personally appeared before me a Notary Public, Michael and Gail P. Redina who acknowledged they executed the foregoing instrument.

SHIRLEY A JENKINS Mary Marie . State . state COUNTY OF CLARE Appointment Ex October 23, 1988

65 MGE 3672

PROMISSORY NOTE

FOR VALUE RECEIVED, we promise to pay to the order of JOHN AND ANITA LEE, PANACA, NEVADA, the sum of \$15,000.00 as follows:

The sum of \$15,000.00 plus 11% interest on the unpaid balance shall be paid in consecutive monthly installments of \$285.52 for Seventy-Two months commencing on the 5th day of July 1985. Monthly payments are due on the 5th of each month.

Should any of the principal or interest not be

Should any of the principal or interest not be paid when due, or within 60 days thereafter, such default shall, at the option of the legal holder hereof, cause all sums then remaining unpaid to become due upon the expiration of the grace period and payable, without further notice, the makers, indorsers and grantor of this note agree to pay reasonable collection & attorneys fee if auit is brought hereon, or said note is placed in a collector's hands, when in default, and hereby waive presentment for payment notice of non-payment, protest and notice of protest, and diligence in bringing suit against any part thereto and consent that time of payment may be extended without notice.

Dated this 16 2 day of

Michael Medina

Gail P. Medina

Subscribed and swore to differ be THIS . S. DAY OF ... Study a Gentine

SHIRLEY A. JENKINS Notary Public - State of Mexica COUNTY OF CLASE My Appointment Expres

82565

October 23, 1988 FRED AND RECORDED AT REQUEST CF John Lee

May 20, 1985 AT 25 MINATES PAST 1 O'CLOCK P_M IN 800K __65__ OF OFFICIAL <u>367</u> uncoin RECORDS, PAGE ... COUNTY, HEYADA.

YURIKO SETZER

65 PAGE 368