

DEED OF TRUST

THIS DEED OF TRUST made and entered into this 25th day of January, A.D. 1989 by and between Charles H. Pyle and W. Katherine Pyle, husband and wife as grantors, and Lyndell L. Mixer and Millie M. Mixer, husband and wife as trustees, and Lyndell L. Mixer and Millie M. Mixer, husband and wife, as beneficiaries,

WITNESS: that the grantors, for good and sufficient consideration the receipt of which is hereby acknowledged, hereby conveys and warrants unto the trustees 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:

The Easterly 20 feet (20 feet) of Lot numbered Twenty (20) in Block numbered Nine (9) in the City of Callente, Nevada, as said lot and block are shown on the official plat of said city now on file in the office of the County Recorder of said Lincoln County, and to which plat and the records thereof, reference is hereby made for further particular description.

Together with any and all buildings and improvements situate thereon.

TO HAVE AND TO HOLD the same unto the trustees as herein provided. WHEREAS, Grantors are justly indebted to the Beneficiaries upon that certain Promissory Note executed of even date herewith. Said promissory note is attached hereto and designated as Exhibit "A".

THE GRANTORS COVENANTS AND AGREES AS FOLLOWS:

1. To pay said indebtedness and the interest thereon as herein and in said contract provided or according to any agreement extending time of payment, also any other indebtedness due from Grantors to Beneficiaries as hereinabove provided.
2. The following covenants: No's 1, 2 (insurable value) 3, 4, (10%), 5, 6 (default shall be waived if cured within 90 days of breach), 7 (10%) 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.
3. Grantors agrees to assume all property taxes outstanding against the property as of July 1, 1989 and agrees to maintain adequate fire and damage insurance, with the pay clause payable to beneficiaries herein, as their interest may be.

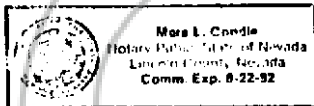
IN WITNESS WHEREOF, W have hereunto set our hands the day and year first above written, same being the effective date of this instrument.

Charles H. Pyle
Charles H. Pyle

W. Katherine Pyle
W. Katherine Pyle

STATE OF NEVADA)
)SS.
COUNTY OF LINCOLN)

On this 25th day of January, 1989 before me, a Notary Public in and for said county and state, personally appeared Charles H. Pyle and W. Katherine Pyle, husband and wife, known to me to be the persons described in and who executed the foregoing instruemnt, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.



Mara L. Condie
Notary Public

EXHIBIT "A"

PROMISSORY NOTE

FOR VALUE RECEIVED, We promise to pay to the order of Lyndell L. Mixer and Millie M. Mixer, husband and wife, the principal sum of Ten Thousand Dollars (\$10,000.00) with interest thereon from the date hereof until paid at the rate of 10 percent per annum, both principal and interest payable only in lawful money of the United State of America.

It is understood and agreed, however, that installments of \$250.00 principal and interest, shall be paid on this note, the first of said installments to be paid on the 1st day of March, 1989, and one of said installments to be paid on the 1st day of each month thereafter until paid in full. Additional payments may be made at any time on the principal of this note with no interest charged on the payment

In case default be made in the payment of any of said installments of principal and interest at the times and in the manner aforesaid, then such installment or payment, installments or payments, so in default shall be added to and become a part of the principal sum, and for the date when each installment should have been paid until it is paid, it shall bear the same rate of interest as the principal debt, being a part thereof, and at any time during such default, the entire unpaid balance of said principal sum, shall at the option of the holder of this note, and not otherwise, become due and payable, and notice of the exercise of such option is hereby expressly reserved.

If this note be collected by an attorney, either with or without suite, the undersigned agree to pay a reasonable attorney's fees.

The makers, guarantors, and endorsers hereby severally waive presentment for payment, notice of dishonor, protest and notice of protest, and of nonpayment of this note, and all defenses on the ground of any extension of the time of payment that may be given by the holder to them or any of them; and also agree that further payments of principal or interest in renewal thereof shall not release them as makers, guarantors or endorsers.

A deed of Trust secures the indebtedness evidenced by this note.

Dated this 25th day of Jan. A.D.1989

Charles H. Pyle
Charles H. Pyle

W. Catherine Pyle
W. Catherine Pyle
WCP

NO. 90638
FILED AND RECORDED IN THE OFFICE OF
Charles H. Pyle
January 25, 1989
A. 5 P. 4
P. 83
R. 686
FRANK C. HULSE
COUNTY RECORDER

By *M. Ann Condie*, Deputy