SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS
(Note not set out)

THIS DEED OF TRUST, made this **14TH** day of **JULY**, A.D., 19**93**, between _____
ROBERT S. MAXWELL _____

_____, herein called TRUSTOR,

whose address is _____ **749 Holt Ave.** _____ **Las Vegas, NV 89115** _____,

LAWYERS TITLE OF NEVADA, INC.
a Corporation, herein called TRUSTEE, and
JACQUELINE B. COOK, MICHELE COOK AND PAMELA CHRISTIANSEN, AS JOINT TENANTS

_____, herein called BENEFICIARY,

WITNESSETH: That Trustor IRREVOGABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in **Lincoln** County, Nevada, described as:
ALL OF LOTS SEVEN (7) AND EIGHT (8) AND THE EASTERLY SEVEN (7) FEET OF LOT SIX (6) IN BLOCK "B" AND ALL OF LOTS THIRTEEN (13) AND FOURTEEN (14) AND THE WESTERLY 1/2 OF LOT TWELVE (12) IN BLOCK "A" IN THE WEST END ADDITION TO THE CITY OF CALIENTE, NEVADA.

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

TOGETHER WITH ALL APPURTENANCES in which Trustor has any interest, including water rights benefitting said realty, represented by shares of a company or otherwise; and,

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same, except during continuance of some default hereunder, and during continuance of such default, authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Trustor incorporated by reference or contained herein. (2) Payment of the indebtedness evidenced by one (1) Promissory Note of even date herewith, and any extension or renewal thereof, in the principal sum of
NINETY THOUSAND DOLLARS AND NO/100-------$90,000.00------- ,($ 90,000.00),
executed by Trustor in favor of Beneficiary, or order. (3) Payment of such additional sums as may hereafter be advanced for the account of Trustor or assigns by Beneficiary with interest thereon.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution of this Deed of Trust, that provisions numbered (1) to (16) inclusive of the Master Form Deed of Trust, recorded on the 1st day of November, A.D. 1967, in Book 832 as Document No. 668675, _____ , of the Official Records in the Office of the County Recorder of Clark County, Nevada, and recorded on March 23, 1972 as Document No. 32065, Book 156, page 130 in the Office of the Nye County Recorder, Nye County, Nevada are each and all hereby incorporated herein by reference and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations and parties set forth in this Deed of Trust.
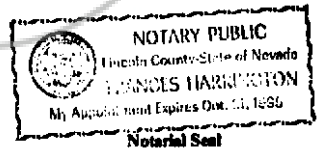
The parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be $_____, and with respect to attorneys' fees provided for by covenant 7 the percentage shall be REASONABLE %.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

Robert S. Maxwell (signature) _____

STATE OF NEVADA,
COUNTY OF **Lincoln** } SS.
On **July 15, 1993** personally
appeared before me, a Notary Public,
Robert S Maxwell

_____

who acknowledged that (he) executed the above instrument.

Signature _Frances Harrington_
(Notary Public)

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NOTARY PUBLIC
Lincoln County-State of Nevada
FRANCES HARRINGTON
My Appointment Expires Oct. 31, 1996
Notarial Seal
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ORDER NO. 9305042-PD Lawyers Title of Nevada

WHEN RECORDED MAIL TO:
333 S. Third Street
Las Vegas, NV 89101

EXHIBIT "A"

In the event the trustor or any successor in interest to the trustor shall sell, transfer or convey or contract to sell, transfer or convey the real property encumbered by this deed of trust, or any portion thereof, or any interest therein, either voluntarily or by operation of law, then in that event and at the option of the beneficiary, the entire unpaid principal balance then due under the promissory note together with any accrued interest due thereon shall immediately become due and payable in full although the date of maturity expressed in the note has not been reached. Consent to one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions.

100646

FILED AND RECORDED AT REQUEST OF
Dominick Belingheri
July 22, 1993
01 MINUTES PAST 2 O'C.
P. IN BOOK 106 OF OFFICIAL
RECORDS, PAGE 500 LINCOLN
COUNTY, NEVADA.

Yuriko Setzer
COUNTY REC
By _____ Deputy

BOOK 106 PAGE 501