

DEED OF TRUST

THIS DEED OF TRUST, made this 28 day of Jan, 1993, by and between RICHARD CHOUQUER, as Trustor, and STEWART TITLE OF NORTHEASTERN NEVADA, a Nevada corporation, dba FRONTIER TITLE COMPANY, as Trustee, and TAMMY ANN CHOUQUER, 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:

SEE EXHIBIT "A" ATTACHED HERETO

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:

As security for the payment of FIVE THOUSAND AND NO/100'S DOLLARS (\$5,000.00) in lawful money of the United States of America, with interest thereon in like money and with expenses and counsel fees according to the terms of the Promissory Note or Notes

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1 for said sum executed and delivered by the Trustor to the
2 Beneficiary; such additional amounts as may be hereafter loaned by
3 the Beneficiary or his successor to the Trustor or any of them, or
4 any successor in interest of the Trustor, with interest thereon,
5 and any other indebtedness or obligation of the Trustor or any of
6 them, and any present or future demands of any kind or nature which
7 the Beneficiary, or his successor, may have against the Trustor or
8 any of them, whether created directly or acquired by assignment;
9 whether absolute or contingent; whether due or not, or whether
10 otherwise secured or not, or whether existing at the time of the
11 execution of this instrument, or arising thereafter; also as
12 security for the payment and performance of every obligation,
13 covenant, promise or agreement herein or in said note or notes
14 contained.

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

20 AND THIS INDENTURE FURTHER WITNESSETH:

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

29 SECOND: The Trustor promises to properly care for and
30 keep the property herein described in first-class condition, order
31 and repair; to care for, protect and repair all buildings and
32 improvements situate thereon; and otherwise to protect and preserve
the said premises and the improvements thereon and no to commit or
permit any waste or deterioration of said buildings and
improvements or of any premises. If the above-described property
is farm land, Trustor agrees to farm, cultivate and irrigate said
premises in a proper, approved and husbandmanlike manner.

THIRD: The following covenants, Nos. 1, 2 (\$5,000.00
amount of insurance), 3, 4 (interest 0% per annum), 5, 6, 7
(counsel fees 15%) and 8 of NRS 107.030, are hereby adopted and
made a part of this Deed of Trust.

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

FIFTH: Trustor agrees to pay any deficiency arising from
any cause after application of the proceeds of the sale held in
accordance with the provisions of the covenants hereinabove adopted
by reference.

SIXTH: The rights and remedies hereby granted shall not

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1 exclude any other rights or remedies granted by law, and all rights
2 and remedies granted hereunder or permitted by law shall be
3 concurrent and cumulative. A violation of any of the covenants
herein expressly set forth shall have the same effect as the
violation of any covenant herein adopted by reference.

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

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

9 NINTH: In the event of a default in the performance or
10 payment under this Deed of Trust or the security for which this
11 Deed of Trust has been executed, any notice given under Section
107.080 NRS shall be give by registered letter to the Trustor(s) at
the address herein,

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

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

15 IN WITNESS WHEREOF, the said Trustor has executed these
16 presents the day and year first above written.

17 Richard Chouquer
18 RICHARD CHOUQUER

19 STATE OF NEVADA }
20 COUNTY OF White Pine } SS.

21 On this 28 day of January, 1994, before
22 me, a Notary Public, appeared RICHARD CHOUQUER, known to me to be
the persons described in and who acknowledged that he executed the
above instrument.

23 [Signature]
24 NOTARY PUBLIC



JAMES J. FAIRMANN
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488 FIFTH STREET - P. O. BOX 6
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EXHIBIT "A"

All of the N1/2 of Lot 1, Block 34, Town of
Panaca, County of Lincoln, State of Nevada.

1989 Royal Oaks mobile home - Serial No. 11383

NO. 101590

FILED AND RECORDED AT REQUEST OF
Richard Chouquer

March 4, 1994

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A. BOOK 109 OF

REC. PAGE 21 LINCOLN

CO. N. V. NEVADA

Yuriko Setzer

By Lela Brucher, deputy