

ALL-INCLUSIVE DEED OF TRUST AND ASSIGNMENT OF RENTS

This ALL-INCLUSIVE DEED OF TRUST, made this 2nd day of May, 1994, between MATHEW B. WADSWORTH AND JULE A. WADSWORTH, husband and wife herein called TRUSTOR, whose address is Post Office Box 407 Panaca, NV., 89042

LAND TITLE OF NEVADA INC., a Nevada Corporation, herein called TRUSTEE, and RICHARD B. MILLER AND JANENE K. MILLER, husband and wife as Joint Tenants herein called BENEFICIARY,

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with Power of Sale, that property in the City of _____ County of LINCOLN State of Nevada, described as:

A portion of Lot Four (4) in Block Fifteen (15) in the TOWN OF PANACA, Nevada, and being that part shown as Parcel Two (2) in that certain Parcel Map recorded October 21, 1985 in Book "A1" of Plats; Page 251, Lincoln County, Nevada records.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing (1) payment of the sum of \$26,000.00 with interest thereon according to the terms of an All-Inclusive Promissory Note of even date herewith (Hereinafter "the Secured Note") made by Trustor, payable to the order of Beneficiary, and extensions or renewals thereof, and (2) the performance of each agreement of Trustor incorporated by reference or contained herein.

A. SENIOR DEED(S) OF TRUST:

This is an All-Inclusive Deed of Trust, securing the Secured Note and is subject and subordinate to the following instruments:

1. A Deed of Trust recorded January 2, 1986 as Document No. 84935 in Book 69, Pg. 163 of Officials Records LINCOLN County, Nevada, in the original principal sum of FOURTEEN THOUSAND AND NO/100 Dollars (\$ 14,000.00) executed by RICHARD B. MILLER AND JANENE K. MILLER as Trustor, in favor of NEVADA BANK AND TRUST COMPANY as Beneficiary, securing a note dated December 10, 1985 in the original amount of \$ 14,000.00 FOURTEEN THOUSAND AND NO/100 Dollars (\$ 14,000.00), in favor of NEVADA BANK AND TRUST COMPANY as Payee;

2. A Deed of Trust recorded _____ as Document No. _____ in Book _____ of Official Records of _____ County, Nevada, in the original principal sum of _____ Dollars (\$ _____) executed by _____ as Trustor, in favor of _____ as Beneficiary, securing a note dated _____ in the original amount of _____ Dollars (\$ _____), in favor of _____

The Promissory Note(s) secured by said Deed(s) of Trust in (are) hereinafter referred to as the "Secured Note(s)".

BOOK 109 as Payee PAGE 612

B. TO PROTECT THE SECURITY OF THE ALL-INCLUSIVE DEED OF TRUST, TRUSTOR AGREES:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire, vandalism and malicious mischief insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. The provisions hereof are subject to the mutual agreements of the parties as below set forth.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this All-Inclusive Deed of Trust.

4. To pay: (a) at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; (b) when due, subject to the mutual agreements of the parties as below set forth, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; (c) all allowable expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers; pay reasonable expenses, employ counsel and pay reasonable attorneys fees.

5. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the rate provided in the Secured Note.

C. IT IS MUTUALLY AGREED:

1. That any award of damages in connection with any condemnation for public use or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this All-Inclusive Deed of Trust and the Secured Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this All-Inclusive Deed of Trust and the Secured Note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. Notwithstanding anything to the contrary contained herein, Trustor hereby irrevocably assigns, 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 hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less allowable expenses of operation, 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 defaults hereunder or invalidate any act done pursuant to such notice.

6. That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and notice of breach and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this All-Inclusive Deed of Trust, the Secured Note and all documents evidencing expenditures secured hereby.

After the lapse of such time may then be required by law following the recordation of said notice of breach, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United State, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the rate provided in the Secured Note; all other sums then secured hereby; and the remainder, if any to the person or persons legally entitled thereto.

7. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the Office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and document number where this All-Inclusive Deed of Trust is recorded and the name and address of the Trustee.

8. That this All-Inclusive Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The Term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this All-Inclusive Deed of Trust, whenever the context so requires, the neuter gender includes the feminine and/or masculine, and the singular number includes the plural.

9. That Trustee accepts this Trust when this All-Inclusive Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

D. THE PARTIES FURTHER AGREE:

1. By Beneficiary's acceptance of this All-Inclusive Deed of Trust, Beneficiary agrees that, provided Trustor is not in default on the Secured Note, Beneficiary shall pay all installments of principal and interest which become due under the terms of the Senior Note(s). In the event Trustor shall be in default on the Secured Note, Beneficiary's obligation under the Senior Note(s) is deferred until the default under the Secured Note is cured. Should the Beneficiary default in an of the installments as to the payment on the Senior Note(s) at a time when Trustor is not in default in the performance of the obligations of the Trustor under the Secured Note or this All-Inclusive Deed of Trust, the Trustor may make said payments directly to the holder of such Senior Note(s); any and all payments so made shall be credited to the Secured Note against the next succeeding installments of principal and interest. Nothing contained herein shall be construed to create a third party beneficiary relationship between the Beneficiary and any other person.

2. Notwithstanding any covenants contained in the Senior Note(s) or Deed(s) of Trust securing same, Beneficiary shall have no further duty under this All-Inclusive Deed of Trust when: (i) the lien of this All-Inclusive Deed of Trust has been extinguished by foreclosure sale or (ii) this All-Inclusive Deed of Trust has been duly reconveyed after payment in full of the Secured Note and subsequent to the payment of Beneficiary herein of Trustor's portion of the Senior Note(s) which the Beneficiary herein is required to pay to the holder of said Senior Note(s).

Should Trustor be in default under the terms of the Secured Note and if Beneficiary consequently incurs any penalties, charges, or other expenses on account of the Senior Note(s) during the period of such default, the amount of such penalties, charges and expenses shall be immediately added to the principal amount of the Secured Note and shall be immediately payable by Trustor to Beneficiary.

If at any time the total of: the unpaid balance of the Secured Note, the accrued interest thereon, all other sums due under the terms thereof and all sums advanced by Beneficiary pursuant to the terms of this All-Inclusive Deed of Trust, is equal to or less than the unpaid principal balance of the Senior Note(s) and accrued interest thereon, the Secured Note, at the option of Beneficiary, shall be cancelled and said property shall be reconveyed from the lien of this All-Inclusive Deed of Trust.

3. Trustor and Beneficiary agree that in the event the proceeds of any condemnation award or settlement in lieu thereof, or the proceeds of any casualty insurance covering destructible improvements located upon said property, are applied by the holder of the Senior Note(s) in reduction of the unpaid principle amount thereof the unpaid principal balance of the Note secured hereby shall be reduced by an equivalent amount and be deemed applied to the last sums due under the Secured Note.

4. At such time as the Secured Note becomes fully due and payable, the unpaid indebtedness of principal and interest owing thereon shall be reduced by the then unpaid balance of principal and interest due on the Senior Note(s).

5. Any demand hereunder delivered by Beneficiary to Trustee for the foreclosure of the lien of this All-Inclusive Deed of Trust may be not more than the sum of the following amounts: (i) The equity of Beneficiary in the note secured hereby being the difference between the then unpaid balance of principal and interest accrued and unpaid on the Secured Note on the date of such foreclosure sale and the then unpaid balance of principal and interest so accrued and unpaid on the Senior Note(s) as of the date of such foreclosure sale; plus (ii) The aggregate of all amounts theretofore paid by Beneficiary pursuant to the terms of this All-Inclusive Deed of Trust prior to the date of such foreclosure sale, for taxes and assessments, insurance premiums, delinquency charges, foreclosure costs, and any other sums advanced by Beneficiary pursuant to the terms of this All-Inclusive Deed of Trust, to the extent the same were not previously repaid by Trustor to Beneficiary; plus (iii) The costs of foreclosure together with attorneys' fees and costs incurred by Beneficiary in enforcing this All-Inclusive Deed of Trust or the Note secured hereby as permitted by law.

6. Trustor covenants and agrees that Trustor shall perform and observe all obligations to be performed and observed by Trustor under the All-inclusive Deed of Trust securing the Secured Note.

7. The following covenants, Nos. 1, 2, (\$ _____), 3, 4 (_____ %), 5, 6, 7, (_____ %), of N.R.S. 07.030, are hereby adopted and made a part hereof.

8. Additional covenants (if any) as set forth in Exhibit _____ attached hereto, and by this reference made a part hereof as if fully set forth herein.

TRUSTOR:

* SIGNED IN COUNTER-PART *

MATHEW B. WADSWORTH

JULE A. WADSWORTH

BENEFICIARY:

Richard B. Miller
RICHARD B. MILLER

Jane K. Miller
JANE K. MILLER

STATE OF ~~NEWARK~~
COUNTY OF ~~CLARK~~

On this _____ day of May, 19 94, personally appeared before me a Notary Public in and for said County and State

MATHEW B. WADSWORTH AND JULE A. WADSWORTH

known to me to be the person(s) described in and who executed the within and foregoing instrument, and who acknowledged to me that the y executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County of _____, the day and year first above written.

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

MY COMMISSION EXPIRES: _____

STATE OF ~~NEWARK~~ Utah
COUNTY OF ~~CLARK~~ Wasatch

On this 11th day of May, 19 94, personally appeared before me a Notary Public in and for said County and State

RICHARD B. MILLER AND JANENE K. MILLER

known to me to be the person(s) described in and who executed the within and foregoing instrument, and who acknowledged to me that the y executed the same freely and voluntarily and for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County of Wasatch State of Utah, the day and year first above written.

[Signature]
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

MY COMMISSION EXPIRES: Jan 15, 1995

Escrow #151043-CBS

WHEN RECORDED MAIL TO:

Mr. and Mrs. Richard Miller
774 21st Street
Ogden, Utah 84401

FOR RECORDER'S USE ONLY

7. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the Office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and document number where this All-Inclusive Deed of Trust is recorded and the name and address of the Trustee.

8. That this All-Inclusive Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The Term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this All-Inclusive Deed of Trust, whenever the context so requires, the neuter gender includes the feminine and/or masculine, and the singular number includes the plural.

9. That Trustee accepts this Trust when this All-Inclusive Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

D. THE PARTIES FURTHER AGREE:

1. By Beneficiary's acceptance of this All-Inclusive Deed of Trust, Beneficiary agrees that, provided Trustor is not in default on the Secured Note, Beneficiary shall pay all installments of principal and interest which become due under the terms of the Senior Note(s). In the event Trustor shall be in default on the Secured Note, Beneficiary's obligation under the Senior Note(s) is deferred until the default under the Secured Note is cured. Should the Beneficiary default in any of the installments as to the payment on the Senior Note(s) at a time when Trustor is not in default in the performance of the obligations of the Trustor under the Secured Note or this All-Inclusive Deed of Trust, the Trustor may make said payments directly to the holder of such Senior Note(s); any and all payments so made shall be credited to the Secured Note against the next succeeding installments of principal and interest. Nothing contained herein shall be construed to create a third party beneficiary relationship between the Beneficiary and any other person.

2. Notwithstanding any covenants contained in the Senior Note(s) or Deed(s) of Trust securing same, Beneficiary shall have no further duty under this All-Inclusive Deed of Trust when: (i) the lien of this All-Inclusive Deed of Trust has been extinguished by foreclosure sale or (ii) this All-Inclusive Deed of Trust has been duly reconveyed after payment in full of the Secured Note and subsequent to the payment of Beneficiary herein of Trustor's portion of the Senior Note(s) which the Beneficiary herein is required to pay to the holder of said Senior Note(s).

Should Trustor be in default under the terms of the Secured Note and if Beneficiary consequently incurs any penalties, charges, or other expenses on account of the Senior Note(s) during the period of such default, the amount of such penalties, charges and expenses shall be immediately added to the principal amount of the Secured Note and shall be immediately payable by Trustor to Beneficiary.

If at any time the total of: the unpaid balance of the Secured Note, the accrued interest thereon, all other sums due under the terms thereof and all sums advanced by Beneficiary pursuant to the terms of this All-Inclusive Deed of Trust, is equal to or less than the unpaid principal balance of the Senior Note(s) and accrued interest thereon, the Secured Note, at the option of Beneficiary, shall be cancelled and said property shall be reconveyed from the lien of this All-Inclusive Deed of Trust.

3. Trustor and Beneficiary agree that in the event the proceeds of any condemnation award or settlement in lieu thereof, or the proceeds of any casualty insurance covering destructible improvements located upon said property, are applied by the holder of the Senior Note(s) in reduction of the unpaid principal amount thereof the unpaid principal balance of the Note secured hereby shall be reduced by an equivalent amount and be deemed applied to the last sums due under the Secured Note.

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5. Any demand hereunder delivered by Beneficiary to Trustor for the foreclosure of the lien of this All-Inclusive Deed of Trust may be not more than the sum of the following amounts: (i) The equity of Beneficiary in the note secured hereby being the difference between the then unpaid balance of principal and interest accrued and unpaid on the Secured Note on the date of such foreclosure sale and the then unpaid balance of principal and interest so accrued and unpaid on the Senior Note(s) as of the date of such foreclosure sale; plus (ii) The aggregate of all amounts theretofore paid by Beneficiary pursuant to the terms of this All-Inclusive Deed of Trust prior to the date of such foreclosure sale, for taxes and assessments, insurance premiums, delinquency charges, foreclosure costs, and any other sums advanced by Beneficiary pursuant to the terms of this All-Inclusive Deed of Trust, to the extent the same were not previously repaid by Trustor to Beneficiary; plus (iii) The costs of foreclosure together with attorneys' fees and costs incurred by Beneficiary in enforcing this All-Inclusive Deed of Trust or the Note secured hereby as permitted by law.

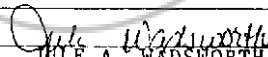
6. Trustor covenants and agrees that Trustor shall perform and observe all obligations to be performed and observed by Trustor under the All-inclusive Deed of Trust securing the Secured Note.

7. The following covenants, Nos. 1, 2, (\$ _____), 3, 4 (_____ %), 5, 6, 7, (_____ %), of N.R.S. 07.030, are hereby adopted and made a part hereof.

8. Additional covenants (if any) as set forth in Exhibit _____ attached hereto, and by this reference made a part hereof as if fully set forth herein.

TRUSTOR:

MATHEW B. WADSWORTH


JULIE A. WADSWORTH

BENEFICIARY:
* SIGNED IN COUNTER-PART *
RICHARD B. MILLER

JANENE K. MILLER

STATE OF ~~NEVADA~~ Nevada
COUNTY OF ~~CLARK~~ Lincoln

On this 25th day of May, 19 94, personally appeared before me a Notary Public in and for said County and State _____

MATHEW B. WADSWORTH AND JULE A. WADSWORTH

known to me to be the person(s) described in and who executed the within and foregoing instrument, and who acknowledged to me that the y executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County of Lincoln, the day and year first above written.

Margaret H. Jones
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

MY COMMISSION EXPIRES: July 30, 1996



~~STATE OF NEVADA~~
~~COUNTY OF CLARK~~

On this _____ day of May, 19 94, personally appeared before me a Notary Public in and for said County and State _____

RICHARD B. MILLER AND JANENE K. MILLER

known to me to be the person(s) described in and who executed the within and foregoing instrument, and who acknowledged to me that the y executed the same freely and voluntarily and for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County of _____, the day and year first above written.

~~NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE~~

~~MY COMMISSION EXPIRES: _____~~

Escrow #151043-CBS

WHEN RECORDED MAIL TO:

Mr. and Mrs. Richard Miller
774 21st Street
Ogden, Utah 84401

FOR RECORDER'S USE ONLY

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June 6, 1994

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Yuriko Setzer

By Leslie Boucher Deputy