

When Recorded Mail To:  
 Mary R. Guntar  
 P.O. Box 1672  
 Fernley, Nevada 89408

Escrow Number: 762557 SAJ/saj  
 APN#: 3-172-10

**DEED OF TRUST WITH ASSIGNMENTS OF RENTS**

THIS DEED OF TRUST, made August 25, 1994 between Kyle Teel and Pamela Teel, husband and wife, TRUSTOR, whose address is 105 Rowan Drive, Caliente, NV, FIRST AMERICAN TITLE COMPANY OF NEVADA, a Nevada Corporation, TRUSTEE, and Mary R. Guntar, a widow, BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the County of Lincoln, State of Nevada described as:

See exhibit "A" attached hereto for complete legal description and by reference made a part hereof.

It is expressly understood and hereby acknowledged that this deed of trust and the note secured hereby shall become immediately due and payable at the option of the beneficiary herein, in the event the property described herein is transferred or conveyed to any other person or persons in any manner whatsoever.

The Note secured hereby is being given as a portion of the Sales Price.

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, and profits.

For the purpose of securing (1) payment of the sum of TWENTY FOUR THOUSAND & NO/100 dollars (\$24,000.00) with interest thereon according to the terms of the promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewal thereof; and (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed Of Trust.

To protect the Security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious Deed of Trust recorded in the office of each County Recorder in the State of Nevada on January 30, 1988, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county, namely:

| COUNTY    | BOOK         | PAGE | DOC. NO. | COUNTY     | BOOK             | PAGE | DOC. NO. |
|-----------|--------------|------|----------|------------|------------------|------|----------|
| Churchill | 36 Mortgages | 263  | 115384   | Lincoln    |                  |      | 48802    |
| Clerk     | 850 Off.Rec. |      | 882747   | Lyon       | 57 Off.Rec.      | 341  | 100861   |
| Douglas   | 57 Off.Rec.  | 115  | 40060    | Mineral    | 11 Off.Rec.      | 128  | 86073    |
| Elko      | 82 Off.Rec.  | 862  | 35747    | Nye        | 105 Off.Rec.     | 107  | 04823    |
| Emerald   | 3-X Deeds    | 196  | 35822    | Ormsby     | 72 Off.Rec.      | 537  | 32867    |
| Eureka    | 22 Off.Rec.  | 136  | 45841    | Pershing   | 11 Off.Rec.      | 248  | 88167    |
| Humboldt  | 28 Off.Rec.  | 124  | 131075   | Storey     | "S" Mortgages    | 206  | 31508    |
| Lander    | 24 Off.Rec.  | 188  | 50782    | Washoe     | 300 Off.Rec.     | 617  | 107182   |
|           |              |      |          | White Pine | 295 P.E. Records | 258  |          |

shall here to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address above set forth.

Kyle Teel 8/27/94  
 Kyle Teel Date  
Pamela Teel 8-27-94  
 Pamela Teel Date

STATE OF NEVADA

COUNTY OF CLARK Lincoln

This instrument was acknowledged before me on 8-27-94 by Kyle Teel and Pamela Teel

danya d smith  
 Notary Public



Exhibit "A"

Lot 5 in Rowan Subdivision to the City of Caliente, County of Lincoln, State of Nevada as recorded May 19, 1959 in the Office of the County Recorder of Lincoln County in Book A of Plats, page 68, Lincoln County, Nevada records.

EXCEPTING AND RESERVING all minerals and mineral rights of every kind and character now known to exist or hereafter discovered, including with limiting the generality of the foregoing, oil and gas rights thereto, together with the sole, exclusive and perpetual right to explore or remove and dispose of said minerals by any means or methods suitable to the grantor, its successors and any means or methods suitable to the grantor, its successors and assigns, but without entering upon or using the surface of said lands or to interfere with the use thereof by the grantee, its successors and assigns as reserved in the Deed from Union Pacific Railroad Company, recorded June 20, 1951 in Book "J-1" of Real Estate Deeds, page 121.

ASSESSOR'S PARCEL NUMBER FOR 1994 - 1995: 3-172-10

102395

RECORDED AT REGISTRY OF  
COW COUNTY TITLE  
Sept. 12, 1994

AT 55 MINUTES 3 O'CLOCK  
P. BOOK 111 OFFICIAL  
PAGE 6 LINCOLN

*James J. [Signature]*  
COUNTY RECORDER

Legal - Page 1