

DEED OF TRUST

THIS DEED OF TRUST made and entered into this 2 day of December 1994 by and between Shane R. Cheeney and Melissa Cheeney, husband and wife, as grantors and Vaughn K. Phillips and Donna M. Phillips, husband and wife as trustees and Vaughn K. Phillips and Donna M. Phillips, husband and wife as beneficiaries.

WITNESSETH: That the grantors, for a good and sufficient consideration the receipt of which is hereby acknowledged, hereby convey 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:

That certain parcel of land shown as Parcel No. 3 of that Parcel Map of the N1/4SE1/4SW1/4 of Section 15, T.1 N., R.67 E., M.D.B.&M., prepared at the instance of Vaughn and Donna Phillips, which said map was filed for record in the office of the County Recorder of Lincoln County, Nevada, in Book of Plats at page 227 on the 5th day of March 1984.

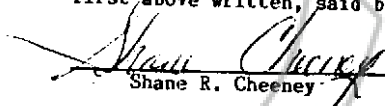
Together with any and all buildings and improvements situate thereon.

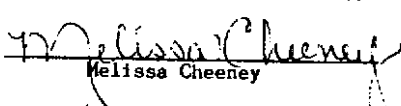
TO HAVE AND TO HOLD the same unto the trustees as herein provided. WHEREAS, Grantors are justly indebted to the beneficiaries upon that certain Promissory Note executed of even date herewith.

THE GRANTORS COVENANTS AND AGREES AS FOLLOWS:

1. To pay indebtedness and 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 with 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 August 1, 1995 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, We have hereunto set our hands the day and year first above written, said being the effective date of this instrument.


Shane R. Cheeney

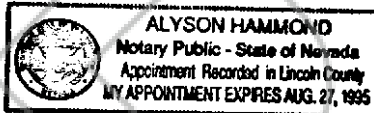

Melissa Cheeney

See next page for Notary Acknowledgement

STATE OF NEVADA)
)ss.
COUNTY OF LINCOLN

On this 2 day of December A.D. 1994, before me, a Notary Public in and for said county and state, personally appeared Shane R. Cheeney and Melissa Cheeney, husband and wife, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Alison Hammond
Notary Public



102809

FILED AND RECORDED AT REQUEST OF
Vaughn K. Phillips
December 2, 1994
15 MINUTES PAST 4 O'CLOCK
P.M. IN BOOK 111 OF OFFICIAL
RECORDS, PAGE 634 LINCOLN
COUNTY, NEVADA.

Yuriko Setzer
By Julie Boucher, Deputy