

Lincoln County

Deed of Trust

THIS DEED OF TRUST, made this 31st day of August, 1995 between JUDITH A. JOSEPH, AN UNMARRIED WOMAN, hereafter called "Trustor", whose address is 5 LEE STREET, PLOCHE, Nevada 89043;

BENEFICIAL MANAGEMENT CORPORATION OF AMERICA, a Delaware corporation qualified to do business in Nevada, hereafter called "Trustee"; and ALL WESTERN MORTGAGE, INC. a Nevada corporation qualified to do business in Nevada and conducting business in Nevada at 2300 Paseo Del Prado #A120, Las Vegas, Nv. 89102, hereafter called "Beneficiary";

WITNESSETH that Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in LINCOLN County, Nevada, hereafter referred to as the "Property" and described as APN# 01-092-08 AND #01-191-23

SEE ATTACHED EXHIBIT "A"

TOGETHER WITH the rents, issues and profits of the Property SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated by reference into this Deed of Trust to collect and apply such rents, issues and profits.

For the purpose of securing:

- (A) Performance of each agreement and covenant of Trustor either incorporated by reference or contained in this Deed of Trust.
(B) Payment of the indebtedness evidenced by a promissory Note or Loan Agreement ("Note/Agreement") of even date herewith in the ACTUAL AMOUNT OF LOAN of \$ 130,000.00 executed by Trustor in favor of Beneficiary.
(C) Payment of such further sums as the Trustor, while the record owner of the Property, may borrow from Beneficiary, when such further sums are evidenced by another note providing for the same terms and conditions as are set forth in the original Note/Agreement and that other instrument is secured by this Deed of Trust.

If one of the Trustors dies while this loan is outstanding, Beneficiary, at its option, may declare the unpaid balance of the Actual Amount of Loan to be at once due and payable.

If Trustor voluntarily shall convey or sell all or part of the Property or shall be divested of title in any manner or way, any indebtedness secured by this Deed of Trust, irrespective of the maturity date expressed in any note, at the option of Beneficiary and without demand but upon notice, shall become due and payable immediately.

Beneficiary adopts the covenants in said Section 107.030, Nevada Revised Statutes, and makes them part of this Deed of Trust by this reference, as follows: Numbers 1, 2 (maximum insurable value), 3, 4 (10%), 5, 6, 7, 8 and 9.

All the provisions of this Deed of Trust shall bind the heirs, executors, successors and assigns of all the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

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

JUDITH A. JOSEPH

STATE OF NEVADA

COUNTY OF CLARK

On this 31st day of August, 1995, before me, JUDITH A. JOSEPH, a Notary Public in and for said County, personally appeared

known to me to be the person whose name subscribed to the foregoing instrument and acknowledged that she executed the same.

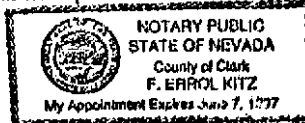
FOR RECORDER'S USE

Document No.
Filed at request of
on 19 at
o'clock M. in Book of
records of County, Nevada.
Fee: \$

County Recorder

By: Deputy

Witness my hand and official seal
NOTARY PUBLIC in and for said County and State
My commission expires 6-7 1997



Lincoln County

EXHIBIT "A"

The land referred to in this report is situated in the State of Nevada, County of LINCOLN and is described as follows:

PARCEL I:

A parcel of land being the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 15, Township 1 North, Range 67 East, M.D.B.&M., and being more particularly described as follows:

Beginning at the center of the Southwest Quarter (SW1/4) of said Section 15, from which the Southwest corner of said Section 15 bears South 44°56'51" West, a distance of 1,876.61 feet, more or less; thence running South 89°57'54" East, a distance of 664.62 feet to the TRUE POINT OF BEGINNING; thence continuing South 89°57'54" East a distance of 332.95 feet; thence South 0°24'24" West, a distance of 333.31 feet; thence North 89°59'52" West, a distance of 333.31 feet to the TRUE POINT OF BEGINNING and being designated as Parcel No. 6 of that certain Parcel Map filed in the Lincoln County Recorder's Office on July 8, 1985 in Book A-1 of Plats at page 245.

SUBJECT TO a 30 foot easement for road and utility purposes on the North side of this parcel.

ASSESSOR'S PARCEL NUMBER FOR 1995 - 1996: 1-191-23

PARCEL II:

LOT 24 AND 25 IN BLOCK 30 IN THE TOWN OF PIOCHE, LINCOLN COUNTY, NEVADA AS SAID LOTS AND BLOCK ARE PLATTED AND DESCRIBED ON THE OFFICIAL PLAT OF SAID TOWN OF PIOCHE, NOW ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SAID LINCOLN COUNTY, NEVADA AND TO WHICH PLAT AND THE RECORDS THEREOF REFERENCE IS HEREBY MADE FOR FURTHER PARTICULAR DESCRIPTION.

ASSESSOR'S PARCEL NUMBER FOR 1995 - 1996 01-092-08

103957

FILED AND RECORDED AT REQUEST OF:
COW COUNTY TITLE
SEPTEMBER 7, 1995
1:15 MINUTES PAST 3 O'CLOCK
P.M. IN BOOK 115 OF OFFICIAL
RECORDS, PAGE 190 LINCOLN
COUNTY, NEVADA.

YURIKO SETZER

BY *Julie Kucher* COUNTY RECORDER, DEPUTY

BOOK 115 PAGE 191