

DEED OF TRUST

1 THIS DEED OF TRUST, made this 27th day of
2 September, 1996, by and between DAVID BARNETT and STEPHANIE
3 BARNETT, husband and wife, as Trustor, and STEWART TITLE OF
4 NORTHEASTERN NEVADA, a Nevada corporation, dba FRONTIER TITLE
5 COMPANY, as Trustee, and LESLIE E. ROLLINS, as Beneficiary. (It is
6 distinctly understood that the words "Trustor" and "Beneficiary"
7 and the word "his" referring to the Trustor or Beneficiary, as
8 herein used, are intended to and do include the masculine, feminine
9 and neuter genders and the singular and plural numbers, as
10 indicated by the context.)

W I T N E S S E T H:

11 That said Trustor hereby grants, conveys and confirms
12 unto said Trustee in trust with power of sale, the following
13 described real property situate in the County of White Pine, State
14 of Nevada, to-wit:

15 THE EASTERLY 32.2' of Lot 2 Block 9 as per
16 survey map of April, 1980.

17 TOGETHER WITH all and singular the tenements,
18 hereditaments and appurtenances thereunto belonging or anywise
19 appertaining, and the reversion and reversions, remainder and
20 remainders, rents, issues and profits thereof, and also all the
21 estate, right, title and interest, homestead or other claim or
22 demand, as well in law as in equity, which the Trustor now has or
23 may hereafter acquire, or, in or to the said premises or any part
24 thereof, with the appurtenances.

25 As additional security, Trustor hereby assigns all rents
26 from such property and gives to and confers upon Beneficiary the
27 right, power and authority, during the continuance of these Trusts,
28 to collect the rents, issues, and profits of said property,
29 reserving unto Trustor the right, prior to any default by Trustor
30 in payment of any indebtedness secured hereby or in performance of
31 any agreement hereunder, to collect and retain such rents, issues,
32 and profits as they become due and payable.

33 Upon any such default, Beneficiary may at any time
34 without notice, either in person, by agent, or by a receiver to be
35 appointed by a court, and without regard to the adequacy of any
36 security for the indebtedness hereby secured, enter upon and take
37 possession of said property or any part thereof, in his own name
38 for or otherwise collect such rents, issues, and profits, including
39 those past due and unpaid, and apply the same, less costs and
40 expenses of operation and collection, including reasonable
41 attorney's fees, upon any indebtedness secured hereby, and in such
42 order as Beneficiary may determine.

43 The entering upon and taking possession of said property,
44 the collection of such rents, issues, and profits, and the
45 application thereof as aforesaid, shall not cure or waive any
46 default or notice of default hereunder or invalidate any act done
47 pursuant to such notice.

48 TO HAVE AND TO HOLD the same unto the said Trustee and
49 its successors, upon the trusts hereinafter expressed:

50 As security for the payment of TWENTY THREE THOUSAND
51 DOLLARS (\$23,000.00) in lawful money of the United States of

LAW OFFICES
GARY D. FAIRMAN
A PROFESSIONAL CORPORATION
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ELY, NEVADA 89301
(702) 269-4422

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

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

22 **AND THIS INDENTURE FURTHER WITNESSETH:**

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

31 **SECOND:** The Trustor promises to properly care for and
 32 keep the property herein described in first-class condition, order
 and repair; to care for, protect and repair all buildings and
 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 (\$23,000.00
 amount of insurance), 3, 4 (interest 9.25% 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.

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1 SIXTH: The rights and remedies hereby granted shall not
2 exclude any other rights or remedies granted by law, and all rights
3 and remedies granted hereunder or permitted by law shall be
4 concurrent and cumulative. A violation of any of the covenants
5 herein expressly set forth shall have the same effect as the
6 violation of any covenant herein adopted by reference.

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

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

15 NINTH: In the event of a default in the performance or
16 payment under this Deed of Trust or the security for which this
17 Deed of Trust has been executed, any notice given under Section
18 107.080 NRS shall be give by registered letter to the Trustor(s) at
19 the address herein,

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

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

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

26 David Barnett
27 DAVID BARNETT

28 Stephanie Barnett
29 STEPHANIE BARNETT

30 STATE OF NEVADA)
31 COUNTY OF Lincoln) SS.

32 On this 27th day of September, 1996, before
me, a Notary Public, appeared DAVID BARNETT and STEPHANIE BARNETT,
husband and wife, known to me to be the persons described in and
who acknowledged that they executed the above instrument.



FRANK I. APODACA
Notary Public - Nevada
Lincoln County
My appt. exp. Apr. 27, 1998

Alfred
NOTARY PUBLIC

No. 106002
filed and recorded at request of
Nevada Bank & Trust
September 27, 1996
At 17 minutes past 1 O'clock
Lincoln County Nevada Recorder.
Yuriko Setzer

COUNTY RECORDER
by Lulie Boucher deputy

LAW OFFICE
GARY D. FAIRMAN
A PROFESSIONAL CORPORATION
482 FIFTH STREET - P. O. BOX 8
ELY, NEVADA 89301
(702) 889-4432