

DEED OF TRUST

THIS DEED OF TRUST, made this 3 day of Feb., 1997, by and between UVADA E. BOREN and J. SHANE BOREN, mother and son, as joint tenants, as Trustor, and FIRST AMERICAN TITLE COMPANY, a Nevada corporation, as Trustee, and VAUGHN KAY PHILLIPS and DONNA M. PHILLIPS, Trustees of the VAUGHN KAY PHILLIPS AND DONNA M. PHILLIPS FAMILY LIVING TRUST, dated the 14th day of July, 1995, as to an undivided Fifty Percent (50%) and CURT PHILLIPS and GERRI PHILLIPS, husband and wife, as joint tenants, as to an undivided Fifty Percent (50%) interest as Beneficiary. (It is distinctly understood that the words "Trustor" and "Beneficiary" and the word "his" referring to the Trustor or Beneficiary, as herein used, are intended to and do include the masculine, feminine and neuter genders and the singular and plural numbers, as indicated by the context.)

WITNESSETH:

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

Parcel 4H of Plat A, as recorded in the Office of the Lincoln County Recorder, on Page 494, Document Number 105598, on August 8, 1986, Official Records, Lincoln County, State of Nevada.

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

As additional security, Trustor hereby assigns all rents from such property and 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 secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues, and profits as they become due and payable.

Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, 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 default hereunder or invalidate any act done

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1 pursuant to such notice.

2 In the event all or any part of the property secured by  
3 this Deed of Trust be sold, conveyed, transferred, or exchanged,  
4 then the Note of even date secured hereby shall become immediately  
5 due and payable at the option of the holder of said Note.

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

8 As security for the payment of TWENTY EIGHT THOUSAND FOUR  
9 HUNDRED and 00/100's (\$28,400.00) in lawful money of the United  
10 States of America, with interest thereon in like money and with  
11 expenses and counsel fees according to the terms of the Promissory  
12 Note or Notes for said sum executed and delivered by the Trustor to  
13 the Beneficiary; such additional amounts as may be hereafter loaned  
14 by the Beneficiary or his successor to the Trustor or any of them,  
15 or any successor in interest of the Trustor, with interest thereon,  
16 and any other indebtedness or obligation of the Trustor or any of  
17 them, and any present or future demands of any kind or nature which  
18 the Beneficiary, or his successor, may have against the Trustor or  
19 any of them, whether created directly or acquired by assignment;  
20 whether absolute or contingent; whether due or not, or whether  
21 otherwise secured or not, or whether existing at the time of the  
22 execution of this instrument, or arising thereafter; also as  
23 security for the payment and performance of every obligation,  
24 covenant, promise or agreement herein or in said note or notes  
25 contained.

26 Trustor grants to Beneficiary the right to record notice  
27 that this Deed of Trust is security for additional amounts and  
28 obligations not specifically mentioned herein but which constitute  
29 indebtedness or obligations of the Trustor for which Beneficiary  
30 may claim this Deed of Trust as security.

31 AND THIS INDENTURE FURTHER WITNESSETH:

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

SECOND: The Trustor promises to properly care for and  
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 (\$28,400.00  
amount of insurance), 3, 4 (interest 7% 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

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1 recorded in the office of the County Recorder of the County in  
2 which said land or such part thereof as is then affected by this  
3 Deed of Trust is situated, appoint another Trustee in place and  
4 stead of Trustee herein named, and thereupon, the Trustee herein  
5 named shall be discharged and Trustee so appointed shall be  
6 substituted as Trustee hereunder with the same effect as if  
7 originally named Trustee herein.

8 FIFTH: Trustor agrees to pay any deficiency arising from  
9 any cause after application of the proceeds of the sale held in  
10 accordance with the provisions of the covenants hereinabove adopted  
11 by reference.

12 SIXTH: The rights and remedies hereby granted shall not  
13 exclude any other rights or remedies granted by law, and all rights  
14 and remedies granted hereunder or permitted by law shall be  
15 concurrent and cumulative. A violation of any of the covenants  
16 herein expressly set forth shall have the same effect as the  
17 violation of any covenant herein adopted by reference.

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

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

26 NINTH: In the event of a default in the performance or  
27 payment under this Deed of Trust or the security for which this  
28 Deed of Trust has been executed, any notice given under Section  
29 107.080 NRS shall be give by registered letter to the Trustor(s) at  
30 the address herein, \_\_\_\_\_

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

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

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

UVADA E. BOREN  
UVADA E. BOREN

J. SHANE BOREN  
J. SHANE BOREN

STATE OF NEVADA )  
COUNTY OF LINCOLN ) SS.

On this 3rd day of February, 1997, ~~1996~~, before  
me, a Notary Public, appeared UVADA E. BOREN, and J. SHANE BOREN  
Mother and son, known to me to be the persons described in and who  
acknowledged that they executed the above instrument.

Alice G. Simkins  
NOTARY PUBLIC

No. 108184  
filed and recorded at request of  
Curt Phillips

February 13, 1997

At 12 minutes past 4 O'clock  
Lincoln County Nevada Recorder's Office

Yuriko Setzer  
COURT  
by Lillian Boucher deputy



ALICE G. SIMKINS  
Notary Public - Nevada  
Lincoln County  
My appt. exp. Jan. 26, 1998

NOTARY PUBLIC  
GARY D. FAIRMAN  
A PROFESSIONAL CORPORATION  
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