

Lincoln County

NEVADA DEED OF TRUST

Unpaid Balance: \$15,066.76

This DEED OF TRUST, made this 17th day of March, 1997, between EDWARD FRUEND AND DANA FRUEND, HUSBAND AND WIFE, AS JOINT TENANTS as TRUSTOR, whose address is 946 HOLT AVE., CALIENTE, NEVADA 89008; FIRST AMERICAN TITLE CO OF NEVADA a Nevada corporation, as TRUSTEE; and NORWEST FINANCIAL UTAH INC, a Utah corporation whose address is 891 S. BLUFF STREET, SUITE 29, ST GEORGE, UT 84770, as BENEFICIARY, WITNESSETH: That Trustor hereby grants, conveys, and confirms unto Trustee in Trust, with Power of Sale, for the benefit of the Beneficiary the real property in the City of CALIENTE, County of LINCOLN, State of Nevada, described as follows:

LOT 17, BLOCK A, OF THE JAMES H. GOTTFREDSON ADDITION TO THE CITY OF CALIENTE, ACCORDING TO THE OFFICIAL MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF LINCOLN COUNTY ON AUGUST 9, 1963.

Together with all and singular the tenements, hereditaments, and appurtenances there unto belonging or in anywise appertaining.

To have and to hold the same unto trustee, and his or its successors and assigns on the trust hereinafter expressed, namely, as security for the payment of the indebtedness evidenced by a promissory note of even date herewith, in the sum stated above as "Unpaid Balance" and said promissory note is payable in the number of consecutive monthly instalments according to the terms thereof and default in making or paying any monthly instalment shall, at the Beneficiary's option, and without notice or demand render the entire unpaid balance thereof at once due and payable, less any required refund of any unearned Loan Fee (Interest).

The following covenants number 1,3,4 (maximum allowed by law),5,6,7(reasonable counsel fees),8 and 9 of Nevada Revised Statutes 107.030 are hereby adopted and made a part of this Deed of Trust.

Trustor agrees not to sell or transfer the property herein described without Beneficiary's prior written consent and any such sale or transfer shall constitute a default under the terms hereof and the indebtedness secured hereby shall become immediately due and payable.

Trustor promises to property 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 situated thereon; not to remove or demolish any buildings or other improvements situated thereon; to restore any unisured building or improvement damaged or destroyed thereon; to complete in a good, workmanlike manner any building or other improvement which may be constructed thereon, and to pay when due all claims for labor performed and for materials furnished therefor; to underpin and support, when necessary, any building or other improvement situated thereon, and otherwise to protect and preserve the same.

All the provisions of this instrument shall inure to and bind the heirs, devisees, legal representatives, successors and assigns of each party hereto respectively. The rights of remedies granted hereunder or by law shall not be exclusive but shall be concurrent and cumulative.

It is expressly agreed that the trusts created hereby are irrevocable by trustor.

Any trustor who is a married woman hereby expressly agrees that recourse may be had against herseparate property for any deficiency and for the sale of the property hereunder.

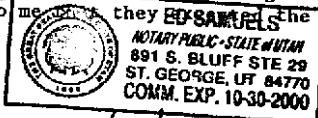
In witness whereof, trustor has executed the above and foregoing the day and year first above written.

TRUSTOR: Edward A. Freund  
EDWARD FRUEND

TRUSTOR: Dana Lee Freund  
DANA FRUEND

STATE OF NEVADA )  
COUNTY OF LINCOLN ) ss

On March 17, 1997, personally appeared before me EDWARD FRUEND AND DANA FRUEND, HUSBAND AND WIFE, AS JOINT TENANTS, the signers of the foregoing instrument, who duly acknowledged to me that they are the same.



Ed Samuels  
Notary Public

My Commission Expires: 10/30/2000 Residing at: St George, Utah

WHEN RECORDED MAIL TO:

NORWEST FINANCIAL UTAH INC  
891 S BLUFF ST, SUITE 29  
ST GEORGE, UT 84770

NO. **108904**  
Filed And Recorded At Request Of  
First American Title  
May 6, 1997  
At 37 Minutes Past 10 O'Clock  
A M In Book 127 OF Official Records  
Page 558 Lincoln County Nevada.  
Yuriko Setzer  
County Recorder  
by Leslie Boncher, deputy