

NO. **110658**

**COW COUNTY
TITLE CO.**

FILED AND RECORDED AT REQUEST OF
Nevada First Mortgage, Inc.
March 11, 1998

AT 01 MINUTES PAST 1 O'CLOCK

PM IN BOOK 133 OF OFFICIAL

RECORDS PAGE 231 LINCOLN

COUNTY, NEVADA.

Yuriko Setzer

by *[Signature]* COUNTY RECORDER
deputy

WHEN RECORDED MAIL TO:

RS ENTERPRISES
369 N. 13th
Las Vegas, NV 89101

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 5th day of March, 1998 between MICHAEL E. LEAVITT and VERA DELL LEAVITT, husband and wife, TRUSTOR, whose address is P.O. Box 342, Alamo, Nevada 89001, COW COUNTY TITLE CO., a Nevada Corporation, TRUSTEE, and RS ENTERPRISES, a Nevada Corporation, BENEFICIARY,

WITNESSTH: That Trustor grants to Trustee in trust, with power of sale, that property in the town of Alamo, County of Lincoln, State of Nevada described as:

A portion of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 5, Township 7 South, Range 61 East, M.D.B. & M., Lincoln County, Nevada, more particularly described as follows:

Parcel 2 of that certain Parcel Map recorded July 20, 1994 in the Office of the County Recorder of Lincoln County, Nevada in Book A of Plats, page 419, Lincoln County, Nevada records.

Assessors parcel no. 04-061-04

"In the event that the undersigned shall sell, contract to sell, or convey the parcel of land hereby encumbered without first obtaining the written consent of Beneficiary, the balance of principal and interest that shall then remain unpaid on the obligation secured by this Deed of Trust shall forthwith become due and payable."

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of the sum \$6,000.00 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; and (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in Subdivision B of Exhibit "A" attached hereto shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B of Exhibit "A" are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address above set forth.

STATE OF NEVADA)

COUNTY OF CLARK)

On MARCH 9, 1998

personally appeared before me, a Notary Public, MICHAEL E. LEAVITT and VERA DELL LEAVITT

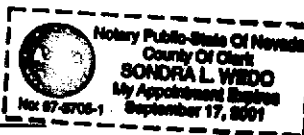
personally known or proved to me to be the persons whose names are subscribed to the above instrument, who acknowledged that they executed the above instrument.

[Signature]
Notary Public

Signature of Trustor

[Signature]
MICHAEL E. LEAVITT

[Signature]
VERA DELL LEAVITT



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