

**CORRECTION  
DEED OF TRUST**

Correcting legal description on document recorded  
May 20, 1994, in Book 109, Page 537  
Instrument No. 101870, Lincoln County, Nevada

THIS DEED OF TRUST, made this 3<sup>rd</sup> day of March,  
1998, by and between LELAND LESICKA and TONI LESICKA, husband and  
wife, as joint tenants with full right of survivorship, as Trustor,  
and STEWART TITLE OF NORTHEASTERN NEVADA, a Nevada corporation, dba  
FRONTIER TITLE COMPANY, as Trustee, and DON SHANKS and CAROL  
SHANKS, husband and wife, as Joint Tenants, as to an undivided  
fifty percent (50%) interest and KEITH RUSSELL STEVER and MARYANNA  
STEVER, 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.)

**W I T N E S S E T H:**

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:

Lots 30 and the Northerly 23.3 feet of Lot 31,  
in Block 30, as said lots and block are  
delineated on the Official Map and Plat of the  
Town of Pioche.

TOGETHER WITH all and singular the tenements,  
hereditaments and appurtenances thereunto belonging or 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

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GARY D. FAIRMAN  
A PROFESSIONAL CORPORATION  
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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 pursuant to such notice.

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

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

As security for the payment of FORTY THOUSAND DOLLARS (\$40,000.00) in lawful money of the United States of America, with interest thereon in like money and with expenses and counsel fees according to the terms of the Promissory Note or Notes for said sum executed and delivered by the Trustor to the Beneficiary; such additional amounts as may be hereafter loaned by the Beneficiary or his successor to the Trustor or any of them, or any successor in interest of the Trustor, with interest thereon, and any other indebtedness or obligation of the Trustor or any of them, and any present or future demands of any kind or nature which the Beneficiary, or his successor, may have against the Trustor or any of them, whether created directly or acquired by assignment; whether absolute or contingent; whether due or not, or whether otherwise secured or not, or whether existing at the time of the execution of this instrument, or arising thereafter; also as security for the payment and performance of every obligation, covenant, promise or agreement herein or in said note or notes contained.

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

AND THIS INDENTURE FURTHER WITNESSETH:

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 not 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.

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1 THIRD: The following covenants, Nos. 1, 2 (\$40,000.00  
2 amount of insurance), 3, 4 (interest 5% per annum), 5, 6; 7  
3 (counsel fees 15%) and 8 of NRS 107.030, are hereby adopted and  
4 made a part of this Deed of Trust.

5 FOURTH: Beneficiary may, from time to time, as provided  
6 by statute, or by a writing, signed and acknowledged by him and  
7 recorded in the office of the County Recorder of the County in  
8 which said land or such part thereof as is then affected by this  
9 Deed of Trust is situated, appoint another Trustee in place and  
10 stead of Trustee herein named, and thereupon, the Trustee herein  
11 named shall be discharged and Trustee so appointed shall be  
12 substituted as Trustee hereunder with the same effect as if  
13 originally named Trustee herein.

14 FIFTH: Trustor agrees to pay any deficiency arising from  
15 any cause after application of the proceeds of the sale held in  
16 accordance with the provisions of the covenants hereinabove adopted  
17 by reference.

18 SIXTH: The rights and remedies hereby granted shall not  
19 exclude any other rights or remedies granted by law, and all rights  
20 and remedies granted hereunder or permitted by law shall be  
21 concurrent and cumulative. A violation of any of the covenants  
22 herein expressly set forth shall have the same effect as the  
23 violation of any covenant herein adopted by reference.

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

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


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

and such notice shall be binding upon the Trustor(s), Assignee(s),  
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.

  
LELAND LESICKA

  
TONI LESICKA

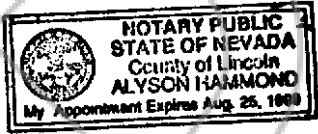
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STATE OF NV )  
 ) SS.  
COUNTY OF Lincoln )

On this 3 day of March, 1998, before me, a Notary Public, appeared LELAND LESICKA and TONI LESICKA, known to me to be the persons described in and who acknowledged that they executed the above instrument.

Alyson Hammond  
NOTARY PUBLIC



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NO. 110692  
FILED AND RECORDED AT REQUEST OF  
Gary Fairman  
March 17, 1998  
AT 01 MINUTES PAST 1 O'CLOCK  
PM IN BOOK 133 OF OFFICIAL  
RECORDS PAGE 296 LINCOLN  
COUNTY, NEVADA  
Yuriko Setzer  
by Jessie Orlicher, deputy  
COUNTY RECORDER