

DEED OF TRUST

THIS DEED OF TRUST made and entered into this 1st day of February 1998 by and between Randy Otte, _____ Panaca Nev. 89042

1 a single man grantor and Max & Shirley N. McCrosky H.C. #74
2 Pioche Nv. husband and wife, as trustees, and as Beneficiaries

~~xxx husband and wife xxx beneficiaries~~

3 WITNESSETH: That the grantors, for good and sufficient consideration
4 the receipt of which is hereby acknowledged, hereby convey and warrants
5 unto the ~~trustees~~ ^{Max & Shirley N. McCrosky} and to their successors in trust for the purpose of
6 securing performance of the covenants and agreements herein contained,
7 that certain real property more particularly described as:

8 House and lot situated in the town of Panaca Nevada,
9 To Wit:

10 Parcel # 02-103-10, Lot Twenty Nine (29) in Sun Gold
11 Manor, Unit # 1, in the town of Panaca, Lincoln County, State
12 of Nevada, Together with One 1972 Visalia 20 ft. X 40 ft.
13 Modular Home, Serial # S5127X&11.

14 May be described as an Mobile Home,

15 Subject to any existing rights of ways or easements of record.

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20 TO HAVE AND TO HOLD the same unto the ~~trustees~~ ^{Max or Shirley} as herein provided.

21 WHEREAS, Grantors are justly indebted to the Beneficiaries upon that
22 certain Promissory Note executed of even date herewith. Said promissory
23 note is attached hereto and designated as Exhibit "A".

24 THE GRANTORS COVENANTS AND AGREES AS FOLLOWS:

- 25 1. To pay said indebtedness and the interest thereon as herein and in
26 said contract provided or according to any agreement extending time
27 of payment, also any other indebtedness due from Grantors to Benef-
28 iciaris as hereinabove provided.
- 29 2. The following covenants: No's 1, 2 (insurable value) 3, 4, (10%), 5, 6
30 (default shall be waived if cured within 90 days of breach), 7 (10%) 8
31 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed
32 of Trust.
- 3. Grantors agrees to assume all property taxes outstanding against the
property as of July 1, 1998 and agrees to maintain adequate fire and
damage insurance, with the pay clause payable to beneficiaries herein,
as their interest may be.

EXHIBIT "A"

PROMISSORY NOTE

FOR VALUE RECEIVED, I promise to Pay to the order of Max and
 or Shirley N. McCrosky the principal sum of \$15,000.00
 Or the unpaid balance of the \$15,000.00 with interest thereon
 from the date hereof until paid at the rate of 7½ percent per annum,
 both principal and interest, payable only in lawful money of the United
 States of America. payments will be sent to H.C.74, P.O. Box 172
 Pioche, Nevada 89043
 It is understood and agreed, however, that installments of 200.
 principal and interest, shall be paid on this note, the first of said
 installments to be paid on the 10th day of February and one of
 said installments to be paid on the 10th of each month thereof until
 paid in full. Additional payments may be made at any time on the
 principal of this note with no interest charged on the payment.

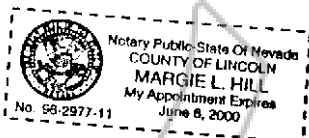
In case default be made in the payment of any of said installments of
 principal and interest at the times and in the manner aforesaid, then
 such installment or payment, installments or payments, so in default
 shall be added to and become a part of the principal sum, and for the
 date when each installment should have been paid until it is paid, it
 shall bear the same rate of interest as the principal debt, being a
 part thereof, and at any time during such default, the entire unpaid
 balance of said principal sum, shall at the option of the holder of
 this note, and not otherwise, become due and payable, and notice of
 the exercise of such option is hereby expressly reserved.

If this note be collected by an attorney, either with or without suit,
 the undersigned agree to pay a reasonable attorney's fees.

The makers, guarantors, and endorsers hereby severally waive presentment
 for payment, notice of dishonor, protest and notice of protest, and of
 nonpayment of this note, and all defenses on the ground of any extension
 of the time of payment that may be given by the holder to them or any of
 them; and also agree that further payments of principal or interest in
 renewal thereof shall not release them as makers, guarantors or endorsers.

A deed of Trust secures the indebtedness evidenced by this note.

Dated this 1st day of Feb. A.D. 1998



Margie L. Hill
 April 6, 1998

Randy Otte
 RANDY OTTE
Randy Otte

NO 10993
 FILED AND RECORDED AT THE REQUEST OF
 Shirley McCrosky
 May 21, 1998
 AT 50 MINUTES PAST 10 O'CLOCK
 a.m. IN BOOK 134 OF RECORDS.
 RECORDS FEE 399

3
 COUNTY CLERK
 COUNTY OF LINCOLN, NEVADA
 BOOK 134 PAGE 401