

JUL-27-1998 11:46

DOLAN & EDMIRDS

702 726 3768 P.05

Escrow No. 427731WP

When Recorded Mail To

Space above this line for recorder's use

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made July 23, 1998 between CREDLINE INVESTMENT GROUP, INC., a NEVADA CORPORATION, TRUSTOR, whose address is a/o 320 South Fourth Street, Second Floor, Las Vegas, NV. 89102 (Number and Street) (City) (State) TRUSTEE, and FIRST AMERICAN TITLE COMPANY OF NEVADA, a Nevada corporation, BENEFICIARY, HALIL F. GARDNER AND MARILYN F. GARDNER, HUSBAND AND WIFE AS JOINT TRUSTEES, WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the County of LINCOLN, State of NEVADA described as:

TOBERLEY 3 SOUTH, RANGE TO RACK, NEVADA

Section 25: N1/2SW1/4

Section 26: S21/2SW1/4; SW1/4SW1/4

Section 35: S1/2SW1/4; S1/2NW1/4

Section 36: SW1/4SW1/4; SW1/4; NW1/4SW1/4; NW1/2SW1/4

EXCEPTING THEREFROM all coal and other minerals as reserved by the United States of America in Patent recorded October 6, 1924, in Book C-1, Page 254, Deed Records, Lincoln County, Nevada.

TOBERLEY 3 SOUTH, RANGE TO RACK, NEVADA

Section 26: SW1/4; SW1/4SW1/4; SW1/4; S1/2SW1/4; SW1/4SW1/4

Section 35: S1/2SW1/4

TOGETHER WITH ALL WATER RIGHTS APPROPRIATE THEREON.

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

For the purpose of securing (1) payment of the sum of \$ 908,000.00 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 of extension or extensions thereof; and (2) the performance of each agreement of Trustor hereinafter made by reference or complete 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 resulting 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 covenants and agrees to 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 the Statutes of the State of Nevada on January 28, 1969, in the book and at the page thereof, or under the statute or file number, named below appears the name of each county, to-wit:

Table with columns: COUNTY, BOOK, PAGE, DOC. NO., COUNTY, BOOK, PAGE, DOC. NO. Lists various counties and their corresponding deed records.

Just Deed to read that the parties hereto, with respect to the property above described, said agreements, terms and provisions contained in said subdivisions A and B, (subdivided in all counties, and printed on the reverse side hereof) are by the within reference shown, recited 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 change hereinafter regarding the obligation secured hereby, provided the change therefore 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 }

Signature of Trustor CREDLINE INVESTMENT GROUP, INC., a NV. CORP

On July 27, 1998 personally appeared before me, a Notary Public, BILL McFARLANE

BY: BILL McFARLANE

who acknowledged that he executed the above instrument. Diana Hernandez Notary Public



TOTAL P.05

Order No. _____

Escrow No. 427731WP

When Recorded Mail To:

Space above this line for recorder's use

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made July 23, 1998 between
 CRESTLINE INVESTMENT GROUP, INC., A NEVADA CORPORATION, TRUSTOR,
 whose address is c/o 520 South Fourth Street, Second Floor, Las Vegas, NV. 89101
 (Number and Street) (City) (State)
 FIRST AMERICAN TITLE COMPANY OF NEVADA, a Nevada corporation, TRUSTEE, and
 MALIN F. GARDNER AND MARILYN F. GARDNER, HUSBAND AND WIFE AS JOINT TENANTS, BENEFICIARY,
 WITNESSETH: That Trustor grants to Trustee in trust, with power of sole, that property in the
 _____, County of LINCOLN, State of NEVADA described as:

TOWNSHIP 3 SOUTH, RANGE 70 EAST, MDB&M

Section 25: W1/2SW1/4
 Section 26: SE1/4NE1/4; NE1/4SE1/4
 Section 35: S1/2NE1/4; S1/2NW1/4
 Section 36: SE1/4NW1/4; SE1/4; NE1/4SW1/4; W1/2NW1/4

EXCEPTING THEREFROM all coal and other minerals as reserved by the United States of America in Patent recorded October 6, 1926, in Book C-1, Page 254, Deed Records, Lincoln County, Nevada.

TOWNSHIP 3 SOUTH, RANGE 70 EAST, MDB&M

Section 26: NW1/4; SW1/4NE1/4; SW1/4; S1/2SE1/4; NW1/4SE1/4
 Section 35: N1/2N1/2

TOGETHER WITH ALL WATER RIGHTS APPURTENANT THERETO.

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 of \$ 500,000.00----- 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 the fictitious Deed of Trust recorded in the office of each County Recorder in the State of Nevada on January 30, 1988, in the book and of the page thereof, or under the document or file number, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	DOC. NO.	COUNTY	BOOK	PAGE	DOC. No.
Churchill	38 Mortgage	363	115284	Lincoln			45902
Clark	850 Off. Rec.		682747	Lyon	27 Off. Rec.	341	100661
Douglas	115		40050	Mineral	11 Off. Rec.	128	89073
Elko	82 Off. Rec.	682	35747	Nye	105 Off. Rec.	107	04823
Esmeralda	3-X Deeds	186	35822	Ormsby	72 Off. Rec.	537	32857
Eureka	22 Off. Rec.	138	45841	Pershing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	Storey	"S" Mortgages	206	31506
Lander	24 Off. Rec.	188	50782	Washoe	300 Off. Rec.	517	187182
				White Pine	295 R. E. Records	258	

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, (identical in all counties, and printed on the reverse side hereof) 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)
) ss.
 County of _____)

Signature of Trustor

CRESTLINE INVESTMENT GROUP, INC., A NV. CORP

On _____
 personally appeared before me, a Notary Public,
Bill McKown

BY: Bill McKown

who acknowledged that he executed the above instrument.

Notary Public



1791 (8/71)

COPY

NO. 111369

FILED AND RECORDED AT REQUEST OF
FIRST AMERICAN TITLE

AUGUST 4, 1998

AT 45 MINUTES PAST 11 O'CLOCK

AM IN BOOK 136 OF OFFICIAL

RECORDS PAGE 191 LINCOLN

COUNTY, NEVADA.

YURIKO SETZER

BY *Julie Becker* COUNTY RECORDER DEPUTY

BOOK 136 PAGE 193

100-11071-32