

DEED OF TRUST

THIS DEED OF TRUST, made this 22nd day of Sept, 1998, by and between GEORGE J. BENDINSKIS, A single man, as Trustor, and STEWART TITLE OF NORTHEASTERN NEVADA, a Nevada corporation, dba FRONTIER TITLE COMPANY, as Trustee, and DARREL A. CANFIELD and DONNA CANFIELD, as Beneficiaries. (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:

THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 67 EAST, M.D.B.&M.

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 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

LAW OFFICES
GARY D. FAIRMAN
A PROFESSIONAL CORPORATION
482 FIFTH STREET - P. O. BOX 5
ELY, NEVADA 89301
(702) 289-4422

1 due and payable at the option of the holder of said Note.

2 Beneficiary shall release five (5) acre parcels upon
3 payment of the sum of One Thousand Dollars (\$1,000.00) per acre,
4 payable to holder at close of escrow on said parcel being sold.
5 This release payment is in addition to the regular monthly payment.

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

8 As security for the payment of Twenty Two Thousand
9 Dollars (\$22,000.00) in lawful money of the United States of
10 America, with interest thereon in like money and with expenses and
11 counsel fees according to the terms of the Promissory Note or Notes
12 for said sum executed and delivered by the Trustor to the
13 Beneficiary; such additional amounts as may be hereafter loaned by
14 the Beneficiary or his successor to the Trustor or any of them, or
15 any successor in interest of the Trustor, with interest thereon,
16 and any other indebtedness or obligation of the Trustor or any of
17 them, and any present or future demands of any kind or nature which
18 the Beneficiary, or his successor, may have against the Trustor or
19 any of them, whether created directly or acquired by assignment;
20 whether absolute or contingent; whether due or not, or whether
21 otherwise secured or not, or whether existing at the time of the
22 execution of this instrument, or arising thereafter; also as
23 security for the payment and performance of every obligation,
24 covenant, promise or agreement herein or in said note or notes
25 contained.

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

31 AND THIS INDENTURE FURTHER WITNESSETH:

32 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.

THIRD: The following covenants, Nos. 1, 2 (\$22,000.00
amount of insurance), 3, 4 (interest 10% per annum), 5, 6, 7
(counsel fees 15%) and 8 of NRS 107.030, are hereby adopted and
made a part of this Deed of Trust.

FOURTH: Beneficiary may, from time to time, as provided
by statute, or by a writing, signed and acknowledged by him and

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COPY

NO. **111664**

FILED AND RECORDED AT REQUEST OF
Cow County Title
September 30, 1998

AT 25 MINUTES PAST 4 O'CLOCK

PM IN BOOK 137 OF OFFICIAL

RECORDS PAGE 361 (LINCOLN)

COUNTY, NEVADA

Yuriko Setzer

by *[Signature]* COUNTY RECORDER, deputy