

**ALL-INCLUSIVE
DEED OF TRUST**

THIS DEED OF TRUST, made this 17th day of November, 1998, by and between BRUCE H. MELTON, an unmarried man, and PAULINE I. LUTTRELL, an unmarried woman, as tenants in common, as Trustor, and FIRST AMERICAN TITLE COMPANY OF NEVADA, a Nevada Corporation, as Trustee, and DEAN A. MOSSER, an unmarried man, 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.)

WITNESSETH:

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:

Lot Eleven (11) in Block Three (3), in the City of Caliente, County Lincoln, State of Nevada.

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.

This is an All-Inclusive Deed of Trust and is subject and subordinate to a Deed of Trust now of record in the original amount of TWENTY THOUSAND NINE HUNDRED FORTY-NINE AND 60/100 DOLLARS (\$20,949.60) with an approximate unpaid balance of TWENTY THOUSAND NINE HUNDRED FORTY-NINE AND 60/100 DOLLARS (\$20,949.60) which the Beneficiary herein has agreed to pay in installments of TWO HUNDRED SIXTY-NINE AND 18/100 DOLLARS (\$269.18) each and every calendar month. Should the within Beneficiary default in any of the installments as to the payment of the prior Deeds of Trust to which this Deed of Trust is subject and subordinate, the Trustors herein may make said payments directly to the Beneficiary thereof and any and all payments so made shall be credited to the Note which is secured by this Deed of Trust. Should the herein Trustors prepay the Note secured by this Deed of Trust or any portion thereof, the herein Beneficiary shall also prepay the underlying obligations secured by the prior Deeds of Trust in proportionate share to Nevada Bank and Trust Company.

LAW OFFICES
GARY D. FAIRMAN
A PROFESSIONAL CORPORATION
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1 Beneficiary agrees that in the event of foreclosure of
2 this All-Inclusive Deed of Trust, he will, at the Trustee's sale
3 bid an amount representing the amount then due upon the obligation
4 or obligations secured hereby less the then actual total balance
5 due upon any obligations secured by any and all deeds of trust
6 having priority over this All-Inclusive Deed of Trust and covering
7 the above-described real property or any portion thereof, plus any
8 advances or other disbursements which Beneficiary, his successors
9 or assigns, may by law be permitted to included in his bid.

6 Upon any such default, Beneficiary may at any time
7 without notice, either in person, by agent, or by a receiver to be
8 appointed by a court, and without regard to the adequacy of any
9 security for the indebtedness hereby secured, enter upon and take
10 possession of said property or any part thereof, in his own name
11 for or otherwise collect such rents, issues, and profits, including
12 those past due and unpaid, and apply the same, less costs and
13 expenses of operation and collection, including reasonable
14 attorney's fees, upon any indebtedness secured hereby, and in such
15 order as Beneficiary may determine.

11 The entering upon and taking possession of said property,
12 the collection of such rents, issues, and profits, and the
13 application thereof as aforesaid, shall not cure or waive any
14 default or notice of default hereunder or invalidate any act done
15 pursuant to such notice.

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

16 As security for the payment of FORTY THOUSAND DOLLARS
17 (\$40,000.00) in lawful money of the United States of America, with
18 interest thereon in like money and with expenses and counsel fees
19 according to the terms of the Promissory Note or Notes for said sum
20 executed and delivered by the Trustor to the Beneficiary; such
21 additional amounts as may be hereafter loaned by the Beneficiary or
22 his successor to the Trustor or any of them, or any successor in
23 interest of the Trustor, with interest thereon, and any other
24 indebtedness or obligation of the Trustor or any of them, and any
25 present or future demands of any kind or nature which the
26 Beneficiary, or his successor, may have against the Trustor or any
27 of them, whether created directly or acquired by assignment;
28 whether absolute or contingent; whether due or not, or whether
29 otherwise secured or not, or whether existing at the time of the
30 execution of this instrument, or arising thereafter; also as
31 security for the payment and performance of every obligation,
32 covenant, promise or agreement herein or in said note or notes
contained.

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

28 AND THIS INDENTURE FURTHER WITNESSETH:

29 FIRST: The Trustor promises and agrees to pay when due
30 all claims for labor performed and materials furnished for any
31 construction, alteration or repair upon the above-described
32 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

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1 property in violation of any law, covenant, condition or
2 restriction affecting said property.

3 SECOND: The Trustor promises to properly care for and
4 keep the property herein described in first-class condition, order
5 and repair; to care for, protect and repair all buildings and
6 improvements situate thereon; and otherwise to protect and preserve
7 the said premises and the improvements thereon and not to commit or
8 permit any waste or deterioration of said buildings and
9 improvements or of any premises. If the above-described property
10 is farm land, Trustor agrees to farm, cultivate and irrigate said
11 premises in a proper, approved and husbandmanlike manner.

12 THIRD: The following covenants, Nos. 1, 2 (\$20,949.60
13 amount of insurance), 3, 4 (interest 9% per annum), 5, 6, 7
14 (counsel fees 25%) and 8 of NRS 107.030, are hereby adopted and
15 made a part of this Deed of Trust.

16 FOURTH: Beneficiary may, from time to time, as provided
17 by statute, or by a writing, signed and acknowledged by him and
18 recorded in the office of the County Recorder of the County in
19 which said land or such part thereof as is then affected by this
20 Deed of Trust is situated, appoint another Trustee in place and
21 stead of Trustee herein named, and thereupon, the Trustee herein
22 named shall be discharged and Trustee so appointed shall be
23 substituted as Trustee hereunder with the same effect as if
24 originally named Trustee herein.

25 FIFTH: Trustor agrees to pay any deficiency arising from
26 any cause after application of the proceeds of the sale held in
27 accordance with the provisions of the covenants hereinabove adopted
28 by reference.

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

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

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

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

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