

DEED OF TRUST

1
 2 THIS DEED OF TRUST, made this 27th day of
 3 JANUARY, 1999, by and between BARBARA JEAN BOMBOLIS, ~~WIDOW~~
 4 ~~WIDOW~~, and SHARON RENAE ALL N, a single person, as joint tenants
 5 with full right of survivorship, as Trustor, and STEWART TITLE OF
 6 NORTHEASTERN NEVADA, a Nevada corporation, as Trustee, and ROBERT
 7 DEL GAGNON and LORI A. GAGNON, husband and wife as joint tenants,
 8 as Beneficiary. (It is distinctly understood that the words
 9 "Trustor" and "Beneficiary" and the word "his" referring to the
 10 Trustor or Beneficiary, as herein used, are intended to and do
 11 include the masculine, feminine and neuter genders and the singular
 12 and plural numbers, as indicated by the context.)

WITNESSETH:

13 That said Trustor hereby grants, conveys and confirms
 14 unto said Trustee in trust with power of sale, the following
 15 described real property situate in the County of Lincoln, State of
 16 Nevada, to-wit:

TOWNSHIP 3 SOUTH, RANGE 67 EAST, M.D.B.&M.

SECTION 2:

17 NORTHEAST QUARTER OF SOUTHWEST QUARTER OF THE
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23 TOGETHER WITH all and singular the tenements,
 24 hereditaments and appurtenances thereunto belonging or anywise
 25 appertaining, and the reversion and reversions, remainder and
 26 remainders, rents, issues and profits thereof, and also all the
 27 estate, right, title and interest, homestead or other claim or
 28 demand, as well in law as in equity, which the Trustor now has or
 29 may hereafter acquire, or, in or to the said premises or any part
 30 thereof, with the appurtenances.

31 As additional security, Trustor hereby assigns all rents
 32 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.

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LAW OFFICES
 GARY D. FAIRMAN
 A PROFESSIONAL CORPORATION
 488 NORTH STREET - P. O. BOX 8
 ELI, NEVADA 89301
 (702) 588-4422

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1 The entering upon and taking possession of said property,
2 the collection of such rents, issues, and profits, and the
3 application thereof as aforesaid, shall not cure or waive any
4 default or notice of default hereunder or invalidate any act done
5 pursuant to such notice.

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 ELEVEN THOUSAND SIX
9 HUNDRED FIFTY DOLLARS (\$11,650.00) in lawful money of the United
10 States of America, with interest thereon in like money and with
11 expenses and counsel fees according to the terms of the Promissory
12 Note or Notes for said sum executed and delivered by the Trustor to
13 the Beneficiary; such additional amounts as may be hereafter loaned
14 by the Beneficiary or his successor to the Trustor or any of them,
15 or 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 (\$11,650.00
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
recorded in the office of the County Recorder of the County in

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488 FIFTH STREET, P.O. BOX 8
ELI, NEVADA 89201
(702) 288-4438

1 which said land or such part thereof as is then affected by this
2 Deed of Trust is situated, appoint another Trustee in place and
3 stead of Trustee herein named, and thereupon, the Trustee herein
4 named shall be discharged and Trustee so appointed shall be
5 substituted as Trustee hereunder with the same effect as if
6 originally named Trustee herein.

7 FIFTH: Trustor agrees to pay any deficiency arising from
8 any cause after application of the proceeds of the sale held in
9 accordance with the provisions of the covenants hereinabove adopted
10 by reference.

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

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

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

25 NINTH: In the event of a default in the performance or
26 payment under this Deed of Trust or the security for which this
27 Deed of Trust has been executed, any notice given under Section
28 107.080 NRS shall be give by registered letter to the Trustor(s) at
29 the address herein, _____

30 and such notice shall be binding upon the Trustor(s), Assignee(s),
31 or Grantee(s) from the Trustor(s).

32 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.

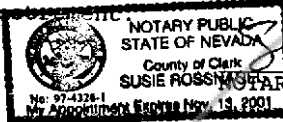
Barbara Jean Bombolis
BARBARA JEAN BOMBOLIS

Sharon Renae Allan
SHARON RENAE ALLAN

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GARY D. FAIRMAN
A PROFESSIONAL CORPORATION
408 FIFTH STREET - P. O. BOX 8
ELY, NEVADA 89301
(702) 299-4432

1 STATE OF NEVADA)
2 COUNTY OF Clark) ss.

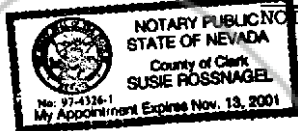
3 On January 15, 1999, personally appeared
4 before me, a Notary Public, BARBARA JEAN BOMBOLIS, a single person,
5 personally known or proved to me to be the person whose name is
6 subscribed to the above instrument who acknowledged that she
7 executed the instrument.



Susie Rosnagel
NOTARY PUBLIC

8 STATE OF NEVADA)
9 COUNTY OF Clark) ss.

10 On January 15, 1999, personally appeared
11 before me, a Notary Public, SHARON RENA E ALLEN, a single person,
12 personally known or proved to me to be the person whose name is
13 subscribed to the above instrument who acknowledged that she
14 executed the instrument.



Susie Rosnagel
NOTARY PUBLIC

GARY D. FAIRMAN
A PROFESSIONAL CORPORATION
488 FIFTH STREET - P. O. BOX 8
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(702) 289-4425

NO. **112239**

FILED AND RECORDED AT REQUEST OF
COW COUNTY TITLE
JANUARY 27, 1999

AT 10 MINUTES PAST 3 O'CLOCK
PM IN BOOK 139 OF OFFICIAL
RECORDS PAGE 460 LINCOLN
COUNTY, NEVADA.

LESLIE BOUCHER

Leslie Boucher
COUNTY RECORDER

DEPUTY