

DEED OF TRUST

This Deed of Trust made and entered into this 1st day of February, 1999, by and between Jason M. Pitts and Jennifer L. Pitts, husband and wife, as joint tenants with right of survivorship, as grantors (Trustors), and Anna M. Medlin, Trustee of the Medlin Living Trust for Anna M. Medlin, UAD 07-06-92, as Trustee, and Anna M. Medlin, Trustee of the Medlin Living Trust for Anna M. Medlin, UAD 07-06-92 as Beneficiary.

WITNESSETH: That the grantors, for good and sufficient consideration, the receipt of which is hereby acknowledged, hereby convey and warrant unto the Trustee and to her successor in trust for the purposes of securing performance of the covenants and agreements herein contained, that certain real property described as follows:

All of lots numbered One (1) and Two (2) in Block numbered Fifty-four (54) as said lots and block are delineated and shown on the official plat of the Northeast Addition to said town, with the exception of that portion of said lots as contested by Combined Metal Reduction Company which is approximately 1550 square feet and is shown on Page 156 in the Book of Plats on file in the Office of the County Recorder of Lincoln County, Nevada.

Also all of their rights, title and interest in and to the following:

That portion of lots numbered One (1) and Two (2) in Block numbered Fifty-four (54) in said town of Pioche, as contested by Combined Metal Reduction Company, being approximately 1550 square feet as shown on Page 156 in the Book of Plats on file in the Office of the County Recorder of Lincoln County, Nevada.

Together with any and all improvements and buildings situated thereon.

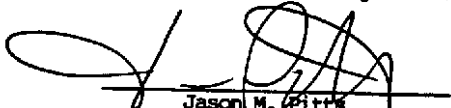
A.P.N. 1-047-01

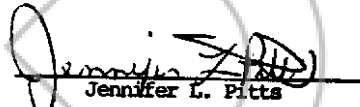
TO HAVE AND TO HOLD the same unto the trustees as herein provided.

WHEREAS, grantors are justly indebted to the Beneficiary upon that certain principal promissory note executed of even date herewith in the amount of \$180,000.00, the grantors covenants and agrees as follows:

1. To pay said indebtedness thereon as herein and in said contract provided or according to any agreement extending time of payment, also any other indebtedness due from grantors to beneficiary as herein above provided.
2. The following covenants: Nos. 1,2 (insurance value), 3,4 (10%), 5,6 (Default shall be waived if cured within 90 days of breach), 7 (10%), 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.
3. Grantors agree to assume all property taxes outstanding against the property.

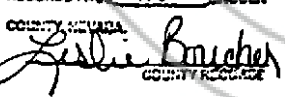
IN WITNESS we have hereunto set our hands the day and year first above written, the same being the effective date of this instrument.


Jason M. Pitts


Jennifer L. Pitts

STATE OF NEVADA)
)SS.
COUNTY OF LINCOLN)

On this 1st day of February, 1999, before me as Notary Public in and for said county and state, personally appeared Jason M. Pitts and Jennifer L. Pitts, known to me to be the persons described and who executed the foregoing instrument freely and voluntarily and for the purposes therein mentioned.

NO. 112248
FILED AND RECORDED AT REQUEST OF
Jason Pitts
February 1, 1999
AT 40 MINUTES PAST 10 O'CLOCK
AM BOOK 139 OF OFFICIAL
RECORDS PAGE 476 LINCOLN
COUNTY NEVADA

COUNTY RECORDER


Notary Public



BOOK 139 PAGE 477