SHORT FORM DEED OF TRUST and ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this _______ day of _____,
A.D., 19____, between CRESTLINE INVESTMENT GROUP, INC. (hereinafter referred to as "Trustor"), whose address is P. O. Box 858, Panaca, Nevada, 89042, First American Title Company of Nevada, (hereinafter referred to as "Trustee"), and Richard Strauss, Denny Mason, Joseph De Souza, Ken Chamberlin, Ronald Erwin and Michael Simmons, hereinafter referred to collectively as "Beneficiary").

WITHESSETH: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Lincoln County, Nevada, described as:

See Exhibit "A" attached hereto and by reference incorporated herein.

Assessor's Parcel No. (APN): N/A

If personal property is to be secured by this Deed of Trust then this Deed of Trust shall also constitute as a security agreement on the personal property described herein and upon default of the beneficiary secured party may proceed against same under the provisions of NRS 104.95014 or alternately in accordance with the rights and remedies in respect of the real property as provided herein.

TOGETHER WITE ALL APPURTENANCES in which Trustor has any interest, including water rights benefiting said realty, represented by shares of a company or otherwise; and,

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same, except during continuance of some default hereunder, and during continuance of such default, authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

FOR THE FURPOSE OF SECURING: (1) Performance of each agreement of Trustor incorporated by reference or contained herein. (2) Payment of the indebtedness evidenced by one (1) Promissory Note of even date herewith, and any extension or renewal thereof, in the principal sum of ONE MILLION TWO HUNDRED FORTY THREE THOUSAND DOLLARS (\$1,243,000), executed by Trustor in favor of Beneficiary, or order. (3) Payment of such additional sums as may hereafter be advanced for the account of Trustor or assigns by Beneficiary, with interest thereon.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution of this Deed of Trust, that covenants One (1) through Nine (9) of NRS 107.030 are each and all hereby incorporated herein by reference and made a part her3eof as fully as though set forth herein at length; that Trustor will observe and perform said provisions; and that the reference to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations and parties set forth in this Deed of Trust.

The Trustor agrees that with respect to Covenant No. 2, the amount of fire insurance required thereby shall be equal to the amount required by the First Deed of Trust in favor of Strongsville Savings Bank.

The Trustor agrees that with respect to Covenant No. 4, the rate of interest to be inserted therein shall be "18% per annum". Any amounts paid by Beneficiary to any Superior Deed of Trust Trustee or Beneficiary shall be deemed part of Covenant No. 4.

The Trustor agrees that with respect to Covenant No. 7, the attorneys fees provided for by Covenant No. 7, the percentage shall be the greater of 10% or the actual attorneys fees and costs incurred.

The undersigned Trustor requests that a copy of any Notice or Default and of any Notice of Sale hereunder be mailed to Trustor at the address hereinbefore set forth.

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Kowaus S. Foret

STATE OF OLTO

COUNTY OF Cryataga)

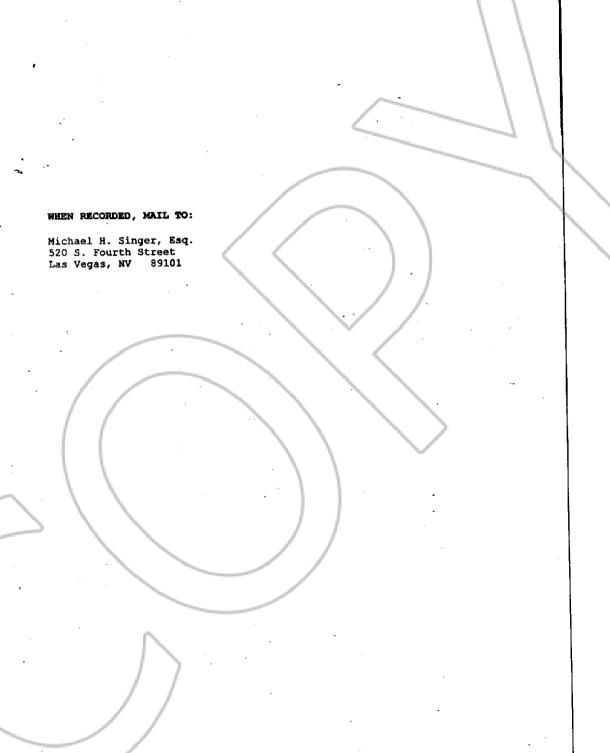
This instrument was acknowledged before me on System 56 11, 1999, by MICHAEL SIMMONS, as Authorized Representative of Crestine Investment bragon behalf of whom instrument was executed.

NOTARY PUBLIC

RONALD S. FOBEL NOTARY PUBLIC, STATE OF OHIO Recorded in Cuyahoga County My Comm. Expires Feb. 10, 2004

(Notary Stamp)

- Water of



300x 144 PAGE 152

EXHIBIT "A"

All that certain lot, piece or parcel of land situate in the County of Lincoln, State of Nevada, described as follows:

TOWNSHIP 3 SOUTH, RANGE 71 EAST, MOBEM

Section 31:

SE1/4SW1/4, and SW1/4SE1/4

Township 4 South, Range 71 East, MDBEM

Section 6: N1/2NE1/4 and NE1/4NW1/4

All that certain lot, piece or parcel of land situate in the County of Lincoln, State of Nevada, described as follows:

Township 3 South, Range 70 East, MDB4M

Section 25:

W1/2SW1/4

Section 26:

SE1/4NE1/4; NE1/4SE1/4

Section 35:

\$1/2NE1/4; \$1/2NW1/4

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

Section 26

NW1/4; SW1/4NE1/4; SW1/4; S1/2SE1/4; NW1/4SE1/4 N1/2N1/2

Section 35

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_{NO.}113408

FILED AND RECORDED AT RECUEST OF

Michael H. Sinjer, LTD Sept. 27, 1999

11 25 MINUTES PAST 09 O'CLOCK

AM IN COOK 144 CF OFFICIAL RECORDS PACE 150 LINCOLN

JUNTY, NEVADA

Leslie Boucher

COUNTY RECORDE? Deputy

300x 144 PAGE 153