

SUBSTITUTION OF TRUSTEE AND DEED OF RECONVEYANCE

NETWORK FEDERAL CREDIT UNION, the Owner
 and Holder of the Note secured by the deed of Trust dated MARCH 7
1987, made by JERRY AND JUDY MAEDER
STEWART TITLE OF NEVADA
 as Trustor to _____
 as Trustee, for the benefit of NETWORK FEDERAL CREDIT UNION
 _____ as Beneficiary, which Deed of Trust was recorded in the
 Office of the County Recorder of LINCOLN County, Nevada in Book
74, as Document Number PAGE 485, hereby
 substitutes NETWORK FEDERAL CREDIT UNION, as Trustee in
 lieu of the above named Trustee under said Deed of Trust.

NETWORK FEDERAL CREDIT UNION, hereby accepts said appoint
 as Trustee under said Deed of Trust and, as successor Trustee,
 pursuant to the request of said Owner and Holder and in accordance
 with the provisions of said Deed of Trust does hereby reconvey to
 the PERSON OR PERSONS LEGALLY ENTITLED THERETO, but without
 warranty, all the estate, title and interest now held by it under
 said Deed of Trust.

IN WITNESS WHEREOF said Owner and NETWORK FEDERAL CREDIT UNION
 _____, has caused this instrument to be executed by their duly
 authorized officers, this 12TH day of APRIL
1999

Janeice L. Heins

JANEICE L. HEINS

STATE OF NEVADA)
 CLARK)
 COUNTY OF _____)

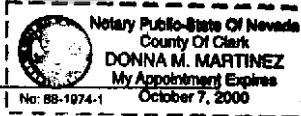
NETWORK FEDERAL CREDIT UNION

On this 12TH day of APRIL, 19 99, personally
 appeared before me, a Notary Public in and for said County and
 State, JANEICE L. HEINS

known to me to be the person described in and who executed the
 foregoing instrument, who acknowledge to me that SHE
 executed the same freely and voluntarily and for the uses and
 purposes therein mentioned.

Donna M. Martinez

 Notary Public



When recorded mail to:
 NETWORK FEDERAL CREDIT UNION
 P.O. BOX #34570
 LAS VEGAS, NV 89133-4570

Lincoln County

COMBINED CREDIT UNION DISCLOSURE STATEMENT, PROMISSORY NOTE, SECURITY AGREEMENT

NETWORK FEDERAL Credit Union Borrower **JERRY A MAEDER AND JUDY MAEDER**
 3100 W. SAHARA SUITE 115 LAS VEGAS, NV 89102 Address Account No. **30777**
 Date of this loan **MAR 2A, 1987** Note No. **M-1**

Note: Boxes checked if applicable.

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me.	AMOUNT FINANCED The amount of credit provided to me on my behalf.	TOTAL OF PAYMENTS The amount I will have paid after I have made all payments as scheduled.
10.25 %	\$ 102,009.38	\$ 105,886.04	\$ 207,895.42

My payment schedule will be:

Number of payments	Amount of Payments	When Payments Are Due
179	\$ 1,154.98	04/25/87
1	\$ 1,154.00	03/25/02

If payment not made on due date, total of payments will vary from schedule.

DEMAND FEATURE: This obligation has a demand feature.
PROPERTY INSURANCE: I may obtain property insurance from anyone I want that is acceptable to the credit union. If I get insurance from the credit union, I will pay \$ N/A.
OTHER INSURANCE: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional cost.

Type	Premium	Signature
Credit Life	NONE	I want credit life insurance. <i>pd 4-7-99</i>
Credit Disability	9,286.04	I want credit disability insurance. _____
Credit Life & Disability	NONE	I want credit life and disability insurance. _____

SECURITY: I am giving a security interest in my shares and/or deposits and/or certificates in this credit union:
 the goods or property being purchased
 FIRST DEED OF TRUST ON 109 CEMETARY ROAD CALIENTE, NV 89008
 Collateral securing other loans with the credit union may also be purchased.
 Filing fees \$ N/A LATE CHARGE FOR PAYMENTS MADE 10 DAYS OR MORE AFTER THE DUE DATE, YOU WILL PAY THE CREDIT UNION 20% OF THE INTEREST DUE OR A \$5.00 MINIMUM, WHICHEVER IS GREATER.
 Non-Filing Insurance \$ N/A

LATE CHARGE: See above.

PREPAYMENT: If I pay off early, I will not have to pay a penalty.
 REQUIRED DEPOSIT: The annual percentage rate does not take into account my required deposit.

ASSUMPTION: may, subject to conditions, be allowed to assume the remainder of the mortgage on the original terms.
 cannot assume the remainder of the mortgage on the original terms.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.
N/A
 e means an estimate

ITEMIZATION OF THE AMOUNT FINANCED

Itemization of Amount Financed	Amount Given to Me Directly	Amount Paid on My Account	Prepaid Finance Charge
\$ 105,886.04	\$ NONE	\$ 4,594.98	\$ 896.00
Amount Paid to Others on My Behalf	69,126.02 STEWART TITLE		1800.00 SEARS
\$ 9,286.04 For Insurance	\$ 75.00 CUSO	\$ 12,488.98 GREENTREE	\$ 619.02 ZION FIRST

FOR VALUE RECEIVED, the undersigned debtor(s) jointly and severally promise to pay to the order of the credit union named above at its designated office the amount of Total of Payments stated in the Disclosure Statement above, such amount being the principal amount of this note, together with interest at the stated agreed rate from the date stated above until paid, pursuant to the terms stated in the Disclosure Statement. Payment of principal and interest shall be made in consecutive installments in the manner provided in the Disclosure Statement and continuing to and including the final payment.

Any payment made hereon shall be applied first to interest computed on the basis of number of days elapsed to the date of such payment, and the remainder to principal. Interest computed at the rate set forth in the Disclosure Statement shall be paid on delinquent principal. Late charges shall be paid as set forth in the Disclosure Statement.

The undersigned jointly and severally promise to pay all collection charges, including court costs and reasonable attorney fees.

ACCELERATION: If a default should occur in the payment of any installment of interest or principal of this Note or in the performance of any other agreement in this Note or as referred to in the Disclosure Statement or in the Security Agreement or any other note, security agreement or other agreement between the undersigned debtor(s) and the credit union, or if any undersigned should die or file or have filed against him any petition for bankruptcy, then the entire balance of this Note shall become immediately due and payable at the option of credit union.

SECURITY: To secure repayment, I/we jointly and individually pledge all shares, deposits, and certificates which I/we now or in the future have in the credit union to the extent of the unpaid balance of this Note, and further hereby give to the credit union a contractual right of set-off in the event of default and credit union may do so as to any monies in hand, credits, deposits or shares of the debtors with or in the credit union and before it exercises any of its other rights under the Security Agreement. Such exercise of set-off shall not cure an existing default. This pledge and contractual right of set-off does not include amounts held under an "individual retirement account," "Keogh Plan", or as an "All-Savers Certificate." I/we authorize credit union to apply pledged amounts to repay this Note in the event of default. If loan payments are up to date, I/we may withdraw pledged amounts as long as the balance in the pledged accounts does not go below:

- the outstanding loan balance
- \$ N/A

Other collateral securing this loan:

Year	Make	Cyl	Body Type	Serial No.	License No.

and in addition, the following described real and/or personal property. In the event this loan is secured by real property, additional instruments and necessary right of decision must be given.

IN THE EVENT that the credit union has reason to believe or feels that the collateral securing this note is in jeopardy for any reason or has reason to believe that the debtor is about to remove or have removed, the collateral from the state of Nevada the credit union may immediately repossess the collateral.

Personal Property Securing This Loan:

On the above date, I have received a copy of the Truth-in-Lending Statement, Note and Security Agreement.
 DEBTOR: Jerry A Maeder DEBTOR: Judy Maeder
 WITH: [Signature] WITH: [Signature]
 WITNESS: [Signature] WITNESS: [Signature]
 MACH-4-1-82 3184 BOOK 144 p. 551

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 24 date of MARCH 1987, between

JERRY A MAEDER AND JUDY MAEDER, Husband and wife as joint tenants, herein called TRUSTOR, whose address is 109 CEMETARY ROAD CALIENTE, NV 89008 STEWART TITLE OF a Nevada Corporation, herein called TRUSTEE, and NEVADA

NETWORK FEDERAL CREDIT UNION 3100 W. SAHARA SUITE 115 LAS VEGAS, NV. 89102, herein called BENEFICIARY, Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property CLARK County, Nevada, described as:

SEE EXHIBIT "A"

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining. 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 Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$ 105,886.04 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 and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (16) inclusive of the Deed of Trust recorded in the Book and at the page, or document No. of Official Records in the Office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz:

Table with columns: COUNTY, DOCUMENT No., BOOK, PAGE, COUNTY, DOCUMENT No., BOOK, PAGE, COUNTY, DOCUMENT No., BOOK, PAGE. Lists various counties and document references.

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references 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 parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be \$N/A and with respect to attorney's fees provided for by covenant 7 the percentage shall be reasonable as determined by a court with jurisdiction. The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinabove set forth.

STATE OF NEVADA COUNTY OF CLARK

On MAR 24, 1987 Before me, a Notary Public, personally appeared JERRY A MAEDER JUDY MAEDER

Handwritten signatures of Jerry A Maeder and Judy Maeder.

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged that executed it.

Signature of Notary Public, VICCI HEISEY.

VICCI HEISEY Notary Public State of Nevada COUNTY OF CLARK My Appointment Expires July 22, 1990

Escrow No. ST 86-11-081 JD

NEVADA TITLE COMPANY WHEN RECORDED MAIL TO Name CUSO PLUS Street Address P.O. BOX 14666 City & State LAS VEGAS, NV. 89114

BOOK 144 PAGE 552 BOOK 74 PAGE 484

Lincoln County

DO NOT RECORD

The following is a copy of provisions (1) to (18) inclusive, of the deed of trust, recorded in each county in Nevada, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being part thereof as if set forth at length therein.

To Protect the Security of This Deed of Trust, Trustor Agrees:

- 1. To properly care for and keep said property in good condition and repair; not to remove or demolish any building thereon; to complete in a good and workmanlike manner any building which may be constructed thereon; and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, ordinances and regulations requiring any alterations or improvements to be made thereon; not to commit or permit any waste thereof; not to commit suffer or permit any act to be done in or upon said property in violation of law; to cultivate, irrigate, fertilize, lumigate, prune and/or do any other act or acts, all in a timely proper manner, which, from the character or use of said property, may be reasonably necessary, the specific enumerations herein not excluding the general.
2. The Grantor agrees to pay and discharge all costs, fees and expenses of these Trusts, including cost of evidence of title and Trustee's fees in connection with sale, whether completed or not, which amounts shall become due upon delivery to Trustee of Declaration of Default and Demand for sale, as hereinafter provided.
3. The amount collected under any fire insurance policy shall be credited first to accrued interest, next to expenditures hereunder; and any remainder upon the principal, and interest shall thereupon cease upon the amount so credited upon principal, provided, however, that at the option of the Beneficiary, the entire amount collected under the policies or any part thereof may be released to the Grantor, without liability upon the Trustee for such release.
4. The Grantor promises and agrees that if, during the existence of the Trust there be commenced or pending any suit or action affecting said conveyed premises, or any part thereof, or the title thereto, or if any adverse claim for or against said premises, or any part thereof, be made or asserted, he will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.
5. Any award of damages in connection with any condemnation for public use or injury to any property or any part thereof is hereby assigned and shall be paid to Beneficiary, who may apply or release such moneys received by him in the same manner and with the same effect as herein provided for disposition of proceeds of insurance.
6. Trustee shall be under no obligation to notify any part hereto of any pending sale hereunder or of action or proceeding of any kind in which Grantor, Beneficiary and/or Trustee shall be named as defendant, unless brought by Trustee.
7. Acceptance by Beneficiary of any sum in payment of any indebtedness secured hereby, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as herein provided for failure so to pay.
8. Trustee may, at any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the notes secured hereby for endorsement, and without affected the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said property, convey any part of said property; consent in writing to the making of any map or plan thereof; join in granting any easement thereon; or join in any extension agreement or subordination agreement in connection herewith.
9. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, the Trustee shall reconvey without warranty the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto," and Trustee is authorized to retain this Deed of Trust and note.
(a) Should default be made by Grantor in payment of any indebtedness secured hereby and/or in performance of any agreement herein, then Beneficiary may declare all sums secured hereby immediately due by delivery to Trustee of a written declaration of default and demand for sale, and of written notice of default and election to cause said property to be sold (which notice Trustee shall cause to be filed for record) and shall surrender to Trustee this Deed, the notes and all documents evidencing any expenditures secured hereby.
10. After three months shall have elapsed following recordation of any such notice of default, Trustee shall sell property at such time and at such place in the State of Nevada as the Trustee, in its sole discretion, shall deem best to accomplish the objects of these Trusts, having first given notice of such sale as then required by law. Place of sale may be either in the county in which the property to be sold, or any part thereof, is situated, or at an office of the Trustee located in the State of Nevada.
(a) The Grantor, Pledger and Mortgagee of the personal property herein pledged and/or mortgaged waives any and all other demands or notices as conditions precedent to sale of such personally.
(b) Trustee may postpone sale of all, or any portion, of said property by public announcement at the time fixed by said notice of sale and may thereafter postpone said sale from time to time by public announcement at the time previously appointed.
(c) At the time of sale so fixed, Trustee may sell the property so advertised or any part thereof, either as a whole or in separate parcels at its sole discretion, at public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale, and shall deliver to such purchaser a deed conveying the property so sold, but without covenant or warranty, express or implied, Grantor hereby agrees to surrender, immediately and without demand, possession of said property to such purchaser.
11. Trustee shall apply the proceeds of any such sale to payment of expenses of sale and all charges and expenses of Trustee and of these Trusts, including cost of evidence of title and Trustee's fee in connection with sale; all sums expended under the terms hereof, not then repaid, with accrued interest at the rate of ten per cent (10%) per annum; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.
12. The Beneficiary or assigns may, at any time, by instrument in writing appoint a successor or successors to the Trustee named herein or acting hereunder, which instrument, executed and acknowledged by beneficiary, and recorded in the Office of the County Recorder of the County or Counties wherein said property is situated, shall be conclusive proof of the proper substitution of such successor or trustee, who shall have all the estate, powers, duties and trusts in the premises vested in or conferred on the original Trustee, if there be more than one Trustee, either may act alone and execute the Trusts upon the request of the Beneficiary and his acts shall be deemed to be the acts of all Trustees, and the recital in any conveyance executed by such sole trustee of such requests shall be conclusive evidence thereof, and of the authority of such sole Trustee to act.
13. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.
14. Trustee accepts these trusts when this Deed of Trust, duly executed acknowledged, is made a public record as provided by law.
15. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural, and the term Beneficiary shall include any future holder, including pledges, of the note secured hereby.
16. Where not inconsistent with the above the following covenants, No. 1; 2 (b); 3; 4 (the same as the note secured hereby); 5; 6; 7 reasonable as determined by a court with jurisdiction); 8; of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE to be used only when note has been paid.

To NEVADA TITLE COMPANY, Trustee:

Dated 4-12-99

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

MAIL RECONVEYANCE TO:

NETWORK FEDERAL CREDIT UNION

By Janene Y. Nantz

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

EXHIBIT "A"

DESCRIPTION:

Situate in the County of Lincoln, State of Nevada, described as follows:

All that property situate in the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) and the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 7, Township 4 South, Range 67 East, M.D.B. & M. lying West of a line running North 34°5' West from a point on the North side of the SPLA & SLRR COS. right of way 2001.6 Range 67 East, M.D.B. & M., being North of the center of the Meadow Valley Wash and not contained in the area embraced by the Sunset Lode Patented Mining Claim, Survey No. 2114, and being situate in the City of Claiente, Lincoln County, Nevada.

3-101 07

NO. **113575**

FILED AND RECORDED AT REQUEST OF

Jerry Haeder

NOV 9 1999

AT 58 MINUTES PAST 11 O'CLOCK

AM IN BOOK 144 OF OFFICIAL

RECORDS PAGE 550 LINCOLN

COUNTY, NEVADA.

Leslie Boucher

COUNTY RECORDER

By Teresa Lewis Deputy

BOOK 144 PAGE 554

NO. **86713**

FILED AND RECORDED AT REQUEST OF

Dominick Belingheri

April 20, 1987

AT 25 MINUTES PAST 3 O'CLOCK

P.M. IN BOOK 74 OF OFFICIAL

RECORDS PAGE 484 LINCOLN

COUNTY, NEVADA.

FRANK C. HULSE

COUNTY RECORDER

By Mara Condie, Deputy

BOOK 74 PAGE 485