

Lincoln County

A.P.N. 001-057-18, 001-055-03, 001-055-01
 Escrow No. 2000-32150-MLJ
 When Recorded Mail To:
 ANGE D. FREE
 P. O. Box 366
 Pioche, NV. 89043

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made August 22, 2000 between
 ALYSON M. BOUCHER, a single woman, and BEN R. LONG, a single man, TRUSTOR,
 whose address is P. O. Box 366, Pioche, NV. 89043
 (Number and Street) (City) (State)
 FIRST AMERICAN TITLE COMPANY, a Nevada corporation, TRUSTEE,
 whose address is P. O. Box 1048, Ely, NV. 89301 and ANGE D. FREE a widow
 BENEFICIARY,
 whose address is P. O. Box 366, Pioche, NV. 89043

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the
 County of Lincoln, State of NEVADA described as:

All of lots numbered Eighty-eight (88) through Ninety-three (93) inclusive and lots numbered Ninety-eight (98) through One Hundred One (101) inclusive in Block numbered Thirty-Seven (37) in the Town of Pioche, County of Lincoln, State of Nevada, as said lots and block are delineated and described on the official plat of said town, on file and of record in the office of the County Recorder of Lincoln County, Nevada; reference to which said plat is hereby made for a more full and complete description. There is reserved from the entire of the above-described lots and block an easement for the purposes of sewer and water lines which may or do traverse any of said lots or block or parts thereof.

All of Lots numbered 59, 60 and 61 in Block numbered 37, as said Lots and Block are delineated on the Official Plat of said Town of Pioche now on file and of record in the Office of the County Recorder of said County of Lincoln, State of Nevada.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of the sum of \$35,000.00 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; and (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious Deed of Trust recorded in the office of each County Recorder in the State of Nevada on January 30 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	DOC. NO.	COUNTY	BOOK	PAGE	DOC. NO.
Churchill	39 Mortgages	361	115384	Lincoln			45902
Clark	850 Off. Rec.		682747	Lyon	37 Off. Rec.	341	180661
Douglas	57 Off. Rec.	115	40950	Mineral	11 Off. Rec.	129	89073
Eiko	72 Off. Rec.	651	35747	Nye	105 Off. Rec.	107	04823
Esmeralda	3-X Deeds	195	35922	Ormsby	72 Off. Rec.	537	32867
Eureka	22 Off. Rec.	130	45941	Perkins	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	Storey	"S" Mortgages	206	31506
Lauder	24 Off. Rec.	169	50782	Washoe	300 Off. Rec.	517	107192
				White Pine	295 R. E. Records	258	

Shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address above set forth.

STATE OF NEVADA)
)
 County of Lincoln) ss.

Signature of Trustor

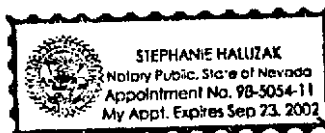
Alyson M. Boucher
 Alyson M. Boucher

On August 25, 2000
 personally appeared before me, a Notary Public,
 Alyson M. Boucher and Ben R. Long.

Ben R. Long
 Ben R. Long

Who acknowledged that they executed the above instrument.

Stephanie Haluzak
 Notary Public



300 150 390

COPY

NO. 115180

FILED AND RECORDED AT REQUEST OF

First American Title

Sept 7, 2000

AT 22 MINUTES PAST 11 O'CLOCK

AM IN BOOK 150 OF OFFICIAL

RECORDS PAGE 390 LINCOLN

COUNTY, NEVADA.

Leslie Boucher

COUNTY RECORDER

By Debra Beatty Deputy