

**DEED OF TRUST WITH ASSIGNMENT OF RENTS**

THIS DEED OF TRUST, made December 5, 2000 between Alfred H. Westall and Peggy B. Westall, husband and wife as joint tenants

whose address is 18111 Old Coach Rd - Poway, CA 92064

LINCOLN AIR, INCORPORATED, a Nevada Corporation, TRUSTEE,

whose address is PO Box 534- Alamo, NV 89001 and

Marjorie I. Detraz whose address is PO Box 177 - Alamo, NV 89001

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

Parcel 7-4-1 Located in the S-1/2 of the NW 1/4 of the NW1/4 of the SW1/4 of Section 5, T 7S, Range 61E MDB&M as recorded in Plat A, Page 258 of the Official Records of the Lincoln County Records of Lincoln County, Nevada, containing 0.29 acres, in the unincorporated Township of Alamo, County of Lincoln, State of Nevada APN 04-151-54

IN THE EVENT SUBJECT PROPERTY IS SOLD, TRANSFERRED OR CONVEYED IN ANY MANNER, THEN AT THE OPTION OF THE HOLDER HEREOF, THE ENTIRE UNPAID BALANCE OF PRINCIPAL AND INTEREST THEN OWED SHALL BECOME ALL DUE AND PAYABLE.

THIS DEED OF TRUST SHALL BECOME ALL DUE AND PAYABLE TEN (10) YEARS FROM DATE OF RECORDING HEREOF.

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 \$23,000.00 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 the 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 for Lincoln County, namely:

COUNTY	BOOK	PAGE	DOC. NO.
Lincoln	37 Off. Rec.	341	45902

Shall inure to and bind the parties hereto, with respect to the property above described. Said agreements and provisions contained in said subdivision A and B 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 )

On Jan 05 2001  
Personally appeared before me, a Notary Public

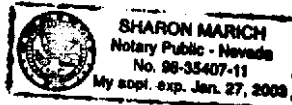
Alfred H. Westall and Peggy B. Westall

who acknowledged that they executed the above instrument.

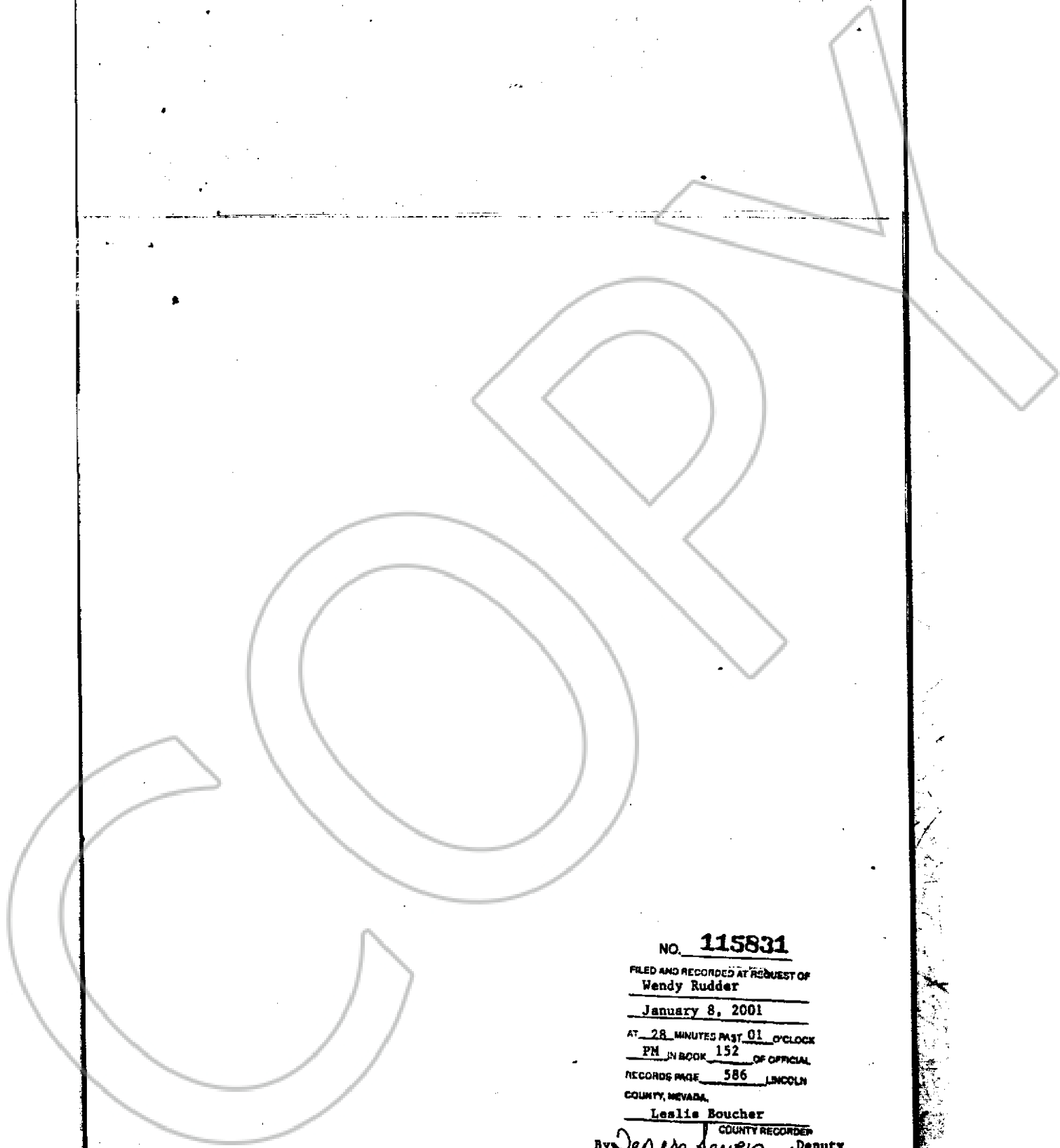
*Sharon Marich* Notary Public

Signature of Trustor  
*Alfred H. Westall*  
Alfred H. Westall

*Peggy B. Westall*  
Peggy B. Westall



PROVIDED HOWEVER, IF NOT SOONER PAID THE ENTIRE UNPAID BALANCE SHALL BE ALL DUE AND PAYABLE 10 YEARS FROM THE DATE OF RECORDING HEREOF.



NO. 115831

FILED AND RECORDED AT REQUEST OF  
Wendy Rudder

January 8, 2001

AT 28 MINUTES PAST 01 O'CLOCK  
PM IN BOOK 152 OF OFFICIAL

RECORDS PAGE 586 LINCOLN  
COUNTY, NEVADA.

Leslie Boucher

COUNTY RECORDER

By Jessica Lewis, Deputy