

Lincoln County

A.P.N. 002-191-09, 002-191-12
 Order No.
 Escrow No. 2000-35942-MLJ
 When Recorded Mail To:
 Tony Farrell
 P. O. Box 563
 Panaca, NV. 89042-0563

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made December 18, 2000 between
 Richard E. Thornton and Hilda M. Thornton, husband and wife, TRUSTOR,
 whose address is 2532 E. Hickey Ave. North Las Vegas, NV. 89030
 (Number and Street) (City) (State)
 FIRST AMERICAN TITLE COMPANY, a Nevada corporation, TRUSTEE,
 whose address is P. O. Box 1048, Ely, NV. 89301 and, BENEFICIARY,
 Tony Farrell, an unmarried man
 whose address is 10316 Bell Mountain Ct., Las Vegas, NV. 89127
 WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the
 County of Lincoln, State of NEVADA described as:

PARCEL I:

Lot Number Two (2) of that certain Parcel Map filed in Book A1 at Page 315, in the Office of the County Recorder of Lincoln County, Nevada.

Said Parcel being a portion of Lot Number Three (3) in Block Forty-Seven (47), in the Town of Panaca.

TOGETHER WITH an undivided One-Fourth (1/4) interest in and to the 40 foot wide street and culdesac shown on said Parcel Map and situate between Lots 1, 2, 3 and 4.

PARCEL II:

Lot Number Four (4) of that certain Parcel Map filed in Book A1 at Page 315, in the Office of the County Recorder of Lincoln County, Nevada.

Said Parcel being a portion of Lot Number Four (4) in Block Forty-Seven (47), in the Town of Panaca.

TOGETHER WITH an undivided One-Fourth (1/4) interest in and to the 40 foot wide street and culdesac shown on said Parcel Map and situate between Lots 1, 2, 3 and 4.

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 \$15,000.00 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 Identical 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	363	115384	Lincoln			43982
Clerk	850 Off. Rec.		682747	Lyon	37 Off. Rec.	341	100661
Douglas	87 Off. Rec.	115	40050	Mineral	11 Off. Rec.	129	89873
Elko	92 Off. Rec.	682	34747	Nye	105 Off. Rec.	187	94823
Esmeralda	J-N Deeds	195	35922	Ormsby	72 Off. Rec.	537	32867
Eureka	12 Off. Rec.	120	45941	Perkins	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	Storey	"S" Mortgages	206	31506
Lander	24 Off. Rec.	168	50782	Washoe	300 Off. Rec.	517	107192
				White Pine	295 R. E. Records	230	

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.

Lincoln County

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

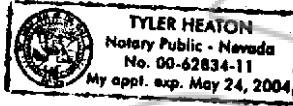
Richard E. Thornton
Richard E. Thornton

on 12-22-03
personally appeared before me, a Notary Public,
Richard E. Thornton and Hilda M. Thornton.

Hilda M. Thornton
Hilda M. Thornton

who acknowledged that he executed the above instrument.

Tyler Heaton Notary Public



COPY

NO. **115846**
FILED AND RECORDED AT REQUEST OF
First American Title
January 10, 2001
AT 13 MINUTES PAST 04 O'CLOCK
PER IN BOOK 153 OF OFFICIAL
RECORDS PAGE 03 LINCOLN
COUNTY, NEVADA.

Leslie Boucher
COUNTY RECORDER