

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS
(Note not set out)

THIS DEED OF TRUST, made this 22 day of January, A.D., 1998, between

WAYNE MITCHELL and MARILYN MITCHELL,

Husband and Wife as Joint Tenants, herein called TRUSTOR,

whose address is _____

and FIRST AMERICAN TITLE COMPANY OF NEVADA herein called TRUSTEE, and

CAROLENE WARD of 2240 Lindley Way

Reno, Nevada 89509, herein called BENEFICIARY,

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

Lots 28, 29 and 30 in the Townsite of Caselton, Nevada,

County of Lincoln.

APN 6-361-19

TOGETHER WITH ALL APPURTENANCES in which Trustor has any interest, including water rights benefitting 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 PURPOSE 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

Thirty Four Thousand Dollars and 00/100 (\$ 34,000.00)

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 provisions numbered (1) to (17) inclusive of the Master Form Deed of Trust, recorded on the 20th day of November, A.D. 1986, in Book 861120 as Document No. 00354, of the Official Records in the Office of the County Recorder of Lincoln Co., Nevada, are each and all hereby incorporated herein by reference 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 \$40,000 or and with respect to attorneys' fees provided for by covenant 7 the percentage shall be 100 % more.

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 hereinbefore set forth.

Wayne Mitchell
WAYNE MITCHELL

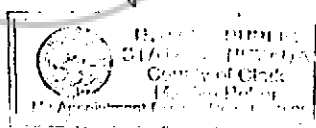
Marilyn Mitchell
MARILYN MITCHELL

STATE OF Nevada
COUNTY OF Clark

On this 23 day of January
A.D., 1998, before me, the undersigned, a Notary Public in and
for said County and State, personally appeared _____
Wayne Mitchell and
Marilyn Mitchell

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

Leslie Boucher
NOTARY PUBLIC in and for said County and State.



ORDER NO. _____
WHEN RECORDED MAIL TO: DON WINTER
P.O. BOX 35136 Las Vegas, NV 89133
NO. 117398
FILED AND RECORDED AT REQUEST OF
DON WINTER
DECEMBER 6, 2001
06 160
AM 160
RECORDED PAGE 233 LINCOLN
COUNTY, NEVADA
LESLIE BOUCHER
COUNTY RECORDER
BY Leslie Boucher DEPUTY
BOOK 160 PAGE 233