

DEED OF TRUST

THIS DEED OF TRUST, made this 30 day of May, A.D. 2002 between,  
ROBERT L. HAFEY and/or LOIS L. MESSIER herein called TRUSTOR, whose address is  
HC61 BOX 74, ALAMO, NEVADA 89001,

MICHAEL L. FALLIS

herein called TRUSTEE, and

MICHAEL L. FALLIS & SUNNY A. FALLIS, herein called BENEFICIARY,

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

LOT 3, BLK. 1 SUNSET ACRES  
Parcel 010-172-04

TOGETHER WITH ALL APPURTENANCES in which Trustor has any interest, including water rights benefiting 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 EIGHTEEN THOUSAND AND NO/00 DOLLARS, (\$18,000), 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 (16) inclusive of the Master Form Deed of Trust, recorded on the 1<sup>st</sup> day of November, A.D. 1967, in Book 832 as Document No. 668675, \_\_\_\_\_, of the Official Records in the Office of the County Recorder of Clark County, Nevada, and recorded on March 23, 1972 as Document No. 32065, Book 156, page 130 in the Office of the Nye County Recorder, Nye County, 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 \$ \_\_\_\_\_, and with respect to attorneys' fees provided for by covenant 7 the percentage shall be \_\_\_\_\_%.

