DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made

AUGUST 9, 1991

between

STEPHEN J. WALES AND KIPO F. WALES, husband and wife as Joint Tenants

, TRUSTOR,

whose address is

400 Genoa Lane, Ge (Number and Street)

Genoa, NV 89411

(City)

(State/Zip)

First Nevada Title Company, a Nevada corporation,

TRUSTEE, and

JOHN R. WALES AND CARRIE I. WALES, husband and wife as Joint Tenants

, BENEFICIARY,

WITNESSETH: That Trustor grants to trustee in trust, with power of sale, that property in the

, County of DOUGLAS

, State of NEVADA described as:

SPRINGS

LOT 85, AS SHOWN ON THE MAP OF FISH/ESTATES, FILED IN THE OFFICE OF THE RECORDER OF DOUGLAS, NEVADA ON AUGUST 30, 1973 IN BOOK 873, PAGE 1006, DOCUMENT NO. 68451, OFFICIAL RECORDS.

ASSESSOR'S PARCEL NO. 35-283-01

IN THE EVENT THE TRUSTOR SELLS, CONVEYS OR ALIENATES THE WITHIN DESCRIBED REAL PROPERTY OR CONTRACTS TO SELL CONVEY OR ALIENATE; OR IS DIVESTED OF TITLE IN ANY OTHER MANNER WITHOUT THE APPROVAL OF AN ASSUMPTION OF THIS OBLIGATION BY THE BENEFICIARY BEING FIRST OBTAINED BENEFICIARY SHALL HAVE THE RIGHT TO DECLARE THE UNPAID BALANCE DUE AND PAYABLE IN FULL, IRRESPECTIVE OF THE MATURITY DATE EXPRESSED ON THE NOTE SECURED HEREBY

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 \$_63,000.00 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 fille number, noted below opposite the name of such county, namely:

| COUNTY | BOOK | PAGE | DOG. NO. | COUNTY | BOOK | PAGE | DOC. NO. |
|-----------|---------------|--|--|------------|------------------|------|----------|
| Churchill | 39 Mortgages | 363 | 115384 | Lincoln | | | 45902 |
| Clark | 850 Off, Rec. | \ \ | 682747 | Lyon | 37 Off. Rec. | 341 | 100661 |
| Douglas | 57 Off, Rec. | 115 | 40050 | Mineral | 11 Of, Rec. | 129 | 89073 |
| Elko | 92 Off. Rec. | 652 | 35747 | Nye | 105 Off, Rec. | 107 | 04823 |
| Esmeralda | 3-X Deeds | 195 | 35922 | Ormsby | 72 Off, Rec. | 537 | 32867 |
| Euroka | 22 Off. Rec | 138 | 45941 | Perahing | 11 Off. Rec. | 249 | 66107 |
| Humboldt | 28 Off, Rec. | 124 | 131075 | Slorey | "S" Mortgages | 206 | 31506 |
| Lander | 24 Off. Rec. | 168 | 50782 | Washoe | 300 Off, Rec. | 517 | 107192 |
| | | The state of the s | The state of the s | White Pine | 295 R.F. Becords | 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 change 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 as his address above set forth.

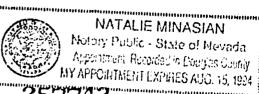
STATE OF NEVADA Signature of Trustor Ss. County of DOUGLAS AUGUST 12, 1991 personally appeared before me, a Notary Public, STEPHEN J. WALES AND KIPO F. WALES FOR RECORDER'S USE who acknowledged that THEY executed the above instrument.

When Recorded Mail To:

FIRST NEV.TITLE CO.

I.C.#207222-CC

PO BOX 158 MINDEN, NV 89423



BOOK 891 PAGE 2154

IN OFFICIAL PECCEDS OF DOUBLES & CO. HEVADA AUG 13 P12:28 SUZAHI REL HA ALODREAU

FIRST NEVADA TILE CO.

BEPUTY 891 PAGE 2155 BOOK