

DEED OF TRUST WITH ASSIGNMENT OF RENT'S
DUE-ON-SALE CLAUSE

THIS DEED OF TRUST, made this 16th day of JUNE
1993, between

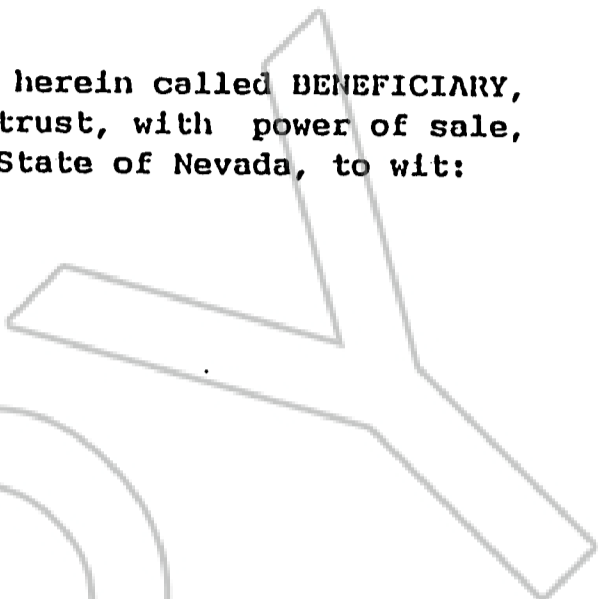
DWIGHT BORGES and AUDREY RAWLS

whose address is

herein called TRUSTOR,

WESTERN TITLE COMPANY, INC., a Nevada corporation herein called TRUSTEE, and

ROSIE BORGES
WITNESSETH: That Trustor grants to Trustee in trust, with power of sale,
that property in the County of DOUGLAS, State of Nevada, to wit:



FOR ADDITIONAL TERMS AND CONDITIONS SEE EXHIBIT "A" ATTACHED HERETO.

Together with the tenements, hereditaments and appurtenances thereunto
belonging or appertaining, and the reversion and reversions, remainder and
remainders, rents, issues and profits thereof, subject, however, to the
right of Beneficiary, during any period of default hereunder, and without
waiver of such default, to collect said rents, issues and profits by any
lawful means, and to apply the same, less costs and expenses of collection,
to any indebtedness secured hereby.

For the purpose of securing (1) payment of the sum of \$80,000.00
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
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, Trustor agrees: By the
execution and delivery of this Deed of Trust and the note secured hereby,
that provisions (1) to (16) inclusive of the Deed of Trust recorded in the
Book and at the Page, or Document No. of Official Records in the Office of
the County Recorder of the County where said property is located, noted
below opposite the name of such County, viz.:

COUNTY	DOC. No.	BOOK	PAGE	COUNTY	DOC. No.	BOOK	PAGE
Clark	413987	514		Lyon	88486	31 mtgs.	449
Churchill	104132	34 mtgs.	591	Mineral	76648	16 mtgs.	534-537
Douglas	24495	22	415	Nye	47157	67	163
Elko	14831	43	343	Ormsby	72637	19	102
Esmeralda	26291	3H deeds	138-141	Pershing	57488	28	58
Eureka	39602	3	283	Storey	28573	R mtgs.	112
Humbolt	116986	3	83	Washoe	407205	734 Tr.deed	221
Lander	41172	3	758	White Pine	128126	261	341-344
Lincoln	41292	0 mtgs	467				

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The following is a copy of provisions (1) to (16) inclusive, of the Deed of Trust, recorded in each county in Nevada, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

To Protect the Security of This Deed of Trust, Trustor Agrees:

1. To properly care for and keep said property in good condition and repair; not to remove or demolish any building thereon; to complete in a good and workmanlike manner any building which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws ordinances and regulations requiring any alterations or improvements to be made thereon; not to commit or permit any waste thereof; not to commit suffer or permit any act to be done in or upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely and proper manner, which, from the character or use of said property, may be reasonably necessary, the specific enumerations herein not excluding the general.

2. The Grantor agrees to pay and discharge all costs, fees and expenses of these Trusts, including cost of evidence of title and Trustee's fees in connection with sale, whether completed or not, which amounts shall become due upon delivery to Trustee of Declaration of Default and Demand for sale, as hereinafter provided.

3. The amount collected under any fire insurance policy shall be credited: first, to accrued interest; next to expenditures hereunder; and any remainder upon the principal, and interest shall thereupon cease upon the amount so credited upon the amount so credited upon principal; provided, however, that at the option of the Beneficiary, the entire amount collected under the policies or any part thereof may be released to the Grantor, without liability upon the Trustee for such release.

4. The Grantor promises and agrees that if, during the existence of the Trust there be commenced or pending any suit or action affecting said conveyed premises, or any part thereof, or the title thereto, or if any adverse claim for or against said premises, or any part thereof, be made or asserted, he will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising and damages arising because of such action.

5. Any award of damages in connection with any condemnation for public use of or injury to any property or any part thereof is hereby assigned and shall be paid to Beneficiary, who may apply or release such moneys received by him in the same manner and with the same affect as herein provided for disposition of proceeds of insurance.

6. Trustee shall be under no obligation to notify any party hereto of any pending sale hereunder or of action or proceeding of any kind in which Grantor, Beneficiary and/or Trustee shall be named as defendant, unless brought by Trustee.

7. Acceptance by Beneficiary of any sum in payment of any indebtedness secured hereby, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as herein provided for failure so to pay.

8. Trustee may, at any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the notes secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said property: reconvey any part of said property; consent in writing to the making of any map or plot thereof; join in granting any easement thereon; or join in any extension agreement or subordination agreement in connection herewith.

9. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid any upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, the Trustee shall reconvey without warranty the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto," and Trustee is authorized to retain this Deed of Trust and note.

10. (a) Should default be made by Grantor in payment of any indebtedness secured hereby and/or in performance of any agreement herein, then Beneficiary may declare all sums secured hereby immediately due by delivery to Trustee of a written declaration of default and demand for sale, and of written notice of default and election to cause said property to be sold (which notice Trustee shall cause to be filed for record) and shall surrender to Trustee this Deed, the notes and all documents evidencing any expenditure secured hereby.

(b) After three months shall have elapsed following recordation of any such notice of default, Trustee shall sell said property at such time and at such place in the State of Nevada as the Trustee, in its sole discretion, shall deem best to accomplish the objects of these Trusts, having first given notice of such sale as then required by law. Place of sale may be either in the county in which the property to be sold, or any part thereof, is situated or at an office of the Trustee located in the State of Nevada.

(c) The Grantor, Pledgor and Mortgagor of the personal property herein pledged and/or mortgaged waives any and all demands or notices as conditions precedent to the sale of such personality.

(d) Trustee may postpone sale of all, or any portion, of said property by public announcement at the time fixed by said notice of sale, and may thereafter postpone said sale from time to time by public announcement at the time previously appointed.

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EXHIBIT "A"

ADDITIONAL TERMS AND CONDITIONS OF DEED OF TRUST

If the trustor shall sell, convey or alienate said property or any part thereof or any interest therein, or shall be divested of his title in any manner or way, whether voluntarily or involuntarily, any indebtedness or obligation secured hereby, irrespective of the maturity dates expressed in any note evidencing the same, at the option of the holder hereof, and without notice or demand, shall immediately become due and payable.

COPY

REQUESTED BY
Jefrey Rabbeck
IN OFFICIAL RECORDS OF
DOUGLAS COUNTY, NEVADA

'93 SEP 27 12:13

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SUZANNE BEAUDREAU
RECORDER
\$ *800* PAID *Bh* DEPUTY