

When Recorded, Mail to:

Order No. _____
Escrow No. S61842JB

**ALL INCLUSIVE DEED OF TRUST
WITH ASSIGNMENT OF RENTS**

John B. Hayden
23233 N. Pima
Scottsdale AZ 85255

BY THIS DEED OF TRUST, made this 11th day of April 1997, between Crooked Oak Investments Inc., an Arizona Corporation herein called TRUSTOR, whose address is 2200 W. San Angelo #3026, Gilbert AZ 85233, and WESTERN TITLE COMPANY, INC., a Nevada corporation, herein called TRUSTEE, and John B. Hayden, an unmarried man herein called BENEFICIARY, whose address is 23233 N. Pima, Scottsdale AZ 85255, Trustor irrevocably grants, transfers, and assigns to Trustee in trust, with power of sale, that property in the County of Douglas, State of Nevada, being Assessor's Parcel Number 07-342-13, and specifically described as:
AS PER EXHIBIT "A" ATTACHED

Trustor also assigns to Beneficiary all rents, issues and profits from said real property and all appurtenances thereof, including all water, mineral, timber and crop rights transferred; reserving however, the right to collect and use the same as long as there is no existing default hereunder, and does hereby authorize Beneficiary to collect and recover the same in the name of Trustor or his successor in interest by use of any lawful means.

For the purpose of securing; (1) Payment of the indebtedness evidenced by the promissory note of even date herewith in the principal sum of \$153,214.02 Dollars (\$153,214.02) payable to Beneficiary or order (hereinafter referred to as "the Note"); (2) Payment of any additional sums and advances hereafter made by Beneficiary or his assignee to or for the benefit of Trustor or his successor in ownership of the real property encumbered hereby; (3) Performance of each agreement of Trustor incorporated by reference or contained herein.

This is an All Inclusive Deed of Trust and is subject and subordinate to the following Deed(s) of Trust now of record securing certain notes, the unpaid principal balance of which is included in the Note and which the Beneficiary herein has agreed to pay as per the terms thereof providing Trustor is not in default in the payment of the Note secured by this Deed of Trust:

Deed of Trust dated 7/13/92 and recorded in the office of the Recorder of Douglas County, Nevada, on 7/29/92, at Book 792, Page 3953, as Document Number 284069, executed by Donald L. Hayden and Charleen Hayden and John B. Hayden as Trustor in which Directors Mortgage Loan Corp. is named as Beneficiary.

Should the within Beneficiary default in payment of any installments due under any said prior Deed of Trust, the Trustor herein may make said payments, including late charges, penalties and/or advances directly to the Beneficiary of said prior Deed of Trust and any and all payments so made shall be credited against the installments due on the Note secured by this Deed of Trust.

Notwithstanding any provision to the contrary herein contained, in the event of a Trustee's sale in furtherance of the foreclosure of this Deed of Trust, the balance then due on the note secured hereby, for the purposes of Beneficiary's demand, shall be reduced by the unpaid balance, if any, of principal and interest then due on the Note(s) secured by the prior Deeds of Trust, satisfactory evidence of which unpaid balances must be submitted to Trustee prior to such sale. The Trustee may rely on any statements received from Beneficiary in this regard and such statements shall be deemed binding and conclusive as between Beneficiary and Trustor on the one hand and the Trustee on the other hand, to the extent of such reliance.

Beneficiary agrees that in the event of foreclosure of this All Inclusive Deed of Trust, he shall at the Trustee's sale bid an amount representing the amount then due upon the obligation or obligations, including late charges, penalties and/or advances secured hereby, less the then actual total balance due upon any obligation/s, including late charges, penalties, and/or advances, secured by any and all deeds of trust having priority over this All Inclusive Deed of Trust and covering the within described real property or any portion thereof, plus any advances or other disbursements which Beneficiary, his successors, or assigns, may by law be permitted to include in this bid. After issuance of a Trustee's Deed by reason of a foreclosure action instituted on this Deed of Trust, all covenants and agreements contained in this All Inclusive language shall cease as between the parties hereto.

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 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			45902
Clark	850 Off. Rec.		682747	Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050	Mineral	11 Off. 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
Eureka	22 Off. Rec.	138	45941	Pershing	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	258	

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms, and provisions contained in said subdivisions 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.

Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount. The Beneficiary or Trustee may charge a fee of up to Fifty Dollars(\$50) for each change in parties.

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 set forth herein.

SIGNATURE OF TRUSTOR

CROOKED OAK INVESTMENTS, INC. an
Arizona Corporation

BY: Joann Porter, President

FOR RECORDERS USE

STATE OF NEVADA }
COUNTY OF Maricopa } SS
On April 28, 1997
before me, a notary public, personally appeared

Joann Porter,
Pres

personally known or proved to me to be the person(s) whose name (s) _____ subscribed to the above instrument who acknowledged that she executed the instrument.

Judy Barnett
Notary Public
OFFICIAL SEAL
JUDY BARNETT
NOTARY PUBLIC - STATE OF ARIZONA
MARICOPA COUNTY
My Comm. Expires June 20, 1998

0411801
BK0597PG0331

DESCRIPTION

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

Situate in the Southwest 1/4 of Section 24, Township 13 North, Range 18 East, M.D.B. & M., described as follows:

BEGINNING at a point on the Northerly line of Kingsbury Grade, said point being the Southwest corner of Lot 1 in Block B, as shown on the Official Plat of Kingsbury Highlands, filed in the office of the County Recorder of Douglas County, Nevada on November 2, 1960; thence along the Northerly line of said Kingsbury Grade on a curve to the left, the tangent of which bears North 87°02'02" West, having a radius of 640 feet through a central angle of 07°55' for an arc distance of 88.43 feet; thence North 0°15'43" West 247.17 feet to a point on the South line of Lot 8 in Block B, as shown on said Plat of Kingsbury Highlands; thence North 89°59'41" East along the South line of said Lot 8, a distance of 87.00 feet to the Southeast corner thereof; thence South 0°34'43" East along the West line of Lots 1 and 2, Block B as shown on said Plat of Kingsbury Highlands, a distance of 245.61 feet to the Point of Beginning.

TOGETHER WITH all that portion of the Southwest 1/4 of Section 24, Township 13 North, Range 18 East, M.D.M., as described in deed recorded in Book 989, Page 1475, more particularly described as follows:

Beginning at the Southeast corner of that certain parcel of land as described in said Book 989, Page 1475; thence along the Northerly line of Kingsbury Grade along a curve concave to the South with a radius of 640 feet, a central angle of 10°04'28", and an arc length of 12.00 feet, the chord of said curve bears South 84°30'43" West 12.00 feet; thence North 02°38'13" West 85.67 feet; thence North 13°24'34" East 19.04 feet; thence North 33°25'41" East 19.83 feet; thence South 0°15'43" East 119.50 feet to the TRUE POINT OF BEGINNING.

A.P.N. 07-342-13

REQUESTED BY
WESTERN TITLE COMPANY, INC.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'97 MAY -2 P4:03

PRE-123/car

LINDA SLATER
RECORDER

0411801

\$1.00 PAID GL DEPUTY

BK0597PG0332