DEED OF TRUST AND ASSIGNMENT OF RENTS

Escrow No M74173CH

THIS DEED OF TRUST, made this 15th day of April 1998, between MICHAEL C. GILBERT and ANGEL KERR GILBERT, Husband and Wife

herein called TRUSTOR,

whose address is

WESTERN TITLE COMPANY, INC., a Nevada corporation herein called TRUSTEE, and LAGUNAK INC. MONEY PURCHASE PENSION PLAN

THIS DOCUMENT IS BEING RECORDED AS AN ACCOMMODATION ONLY WITHOUT LIABILITY ON THE PART OF WESTERN TITLE COMPANY, INC. FOR THE SUFFICIENCY HEREOF OR FOR THE CONDITION OF TITLE.

herein called BENEFICIARY,

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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 principal balance due and payable in full, upon written demand and notice, irrespective of the maturity date expressed on the Note secured hereby.

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 \$125,000.00 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.	воок	PAGE	COUNTY	DOC. No.	воок	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				

0437567 BK0498PG3308 A parcel of land situated in and being a portion of the Northeast 1/4 of the Southeast 1/4 of Section 30, Township 13 North, Range 20 East, M.D.B.&M., more particularly described as follows:

ERGINNING at a point at the Southmast corner of the parcel, on the Northerly side of U.S. Highway 395 thirty (30) foot right of Way line and which point bears North 63°25' West, a distance of 1.168.25 feet from the Northerly highway right-of-way monument located on the Westerly Town limits of said Town of Minden, said Foint of Beginning being further described as borring North 62°20'02" West, a distance of 3.308.83 feet from the Town Monument in Minden, located at the North end of Fourth Street, said Town Monument being described as bearing South estimated Town Monument being described as bearing South 89°18'25" East, a distance of 4,649.90 feet from the 1/4 corner common to Sections 30 and 31, Township 13 North, Range 20 East, M.D.B.EM.; thence from said Foint of Beginning North 63°25' West along the Northerly right-of-way line of said Highway, a distance of 205.00 feet to a point at the Southwest corner of the parcel; said point being further described as being the Southwest corner of the parcel of land conveyed to Laslie W. Thran, et ux, in Deed recorded June 2, 1967, in Book 50, Page 32, Document No. 36425 of Official Records; themea Northwest corner of the parcel; said point being further described as lying within the Southerly boundary line of the parcel of land conveyed to WILLIAM F. SCHWAKE, as to an undivided 1/2 interest, and Ardenther FOWELLE ROWALE, as to an undivided 1/2 interest, and Ardenther FOWELLE Rowale in Book 972, Page 21, Document No. 51689-A of Official Records; themea South 63°25' East, a distance of 205.00 fast to a point at the Northeast corner of the parcel; thence South 63°25' East, a distance of 205.00 fast to a point at the Northeast corner of the parcel; thence South 26°35' West, a distance of 205.70 to the Foint Of Beginning.



(which provisions, identical in all counties, are attached hereto and a part hereof) hereby are adopted and incorporated herein 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.

Beneficiary or the collection agent appointed by Beneficiary may charge a fee not to exceed \$100.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby.

The parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be in an amount equal to the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust, and with respect to attorney's fees provided for by covenant 7 the percentage shall be a reasonable percentage.

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 hereinbefore set forth.

STATE OF NEVADA

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County of Douglas

This instrument was acknowledged before me on April 15, 1998

by MICHAEL C. GILBERT AND ANGEL KERR GILBERT



SIGNATURE OF TRUSTOR

MICHAEL GILBERT

ANGEL KERR GILBERT

NOTARY PUBLIC

ESCROW NO. M74173CH FOR RECORDER'S USE

WHEN RECORDED MAIL TO: LAGUNAK, INC. RETURN TO CHARLENE

0437567

BK0498PG3310

WESTERN TITLE COMPANY, INC.

INCOMPANY, INC.

INCOMPANY, INC.

ON HEVANA

'98 APR 17 P3:42

LINDA SLATER
RECORDER
PAID DEPUTY

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