

THIS ^{THIRD} DEED OF TRUST, made this 29th day of OCTOBER, 1998, between PATRICK M. CUNNINGHAM and LINDSAY A. CUNNINGHAM, herein called TRUSTOR, whose address is 907 Centerville Lane, Gardnerville, Nevada 89410 (number and street) (city) (state) (zip) and WESTERN TITLE COMPANY, INC. herein called TRUSTEE, and

SUSAN J. CUNNINGHAM, a single person, as her sole and separate property, herein called BENEFICIARY, WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, that property in _____ County, Nevada, described as:

SEE EXHIBIT "A" ATTACHED HERETO

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 \$ 17,500 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, in the book and at the page thereof, or under the document file number, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	DOC. NO.	COUNTY	BOOK	PAGE	DOC. NO.
Carson City	Off. Rec.		000-52876	Lincoln	73 Off. Rec.	248	86043
Churchill	Off. Rec.		224333	Lyon	Off. Rec.		0104086
Clark	861226 Off. Rec.		00857	Mineral	112 Off. Rec.	352	078762
Douglas	1285 Off. Rec.	2432	147018	Nye	558 Off. Rec.	075	173588
Elko	545 Off. Rec.	316	223111	Pershing	187 Off. Rec.	179	151646
Esmeralda	110 Off. Rec.	244	109321	Storey	055 Off. Rec.	555	58904
Eureka	153 Off. Rec.	187	106692	Washoe	2464 Off. Rec.	0571	1126264
Humboldt	223 Off. Rec.	781	266200	White Pine	104 Off. Rec.	531	241215
Lander	279 Off. Rec.	034	137077				

shall inure to and bind the parties hereto with respect to the property above described. Said agreement, 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 charge therefor does not exceed a reasonable amount. The Beneficiary or the collection agent appointed by him may charge a fee of not to exceed \$15.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby.

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)
COUNTY OF DOUGLAS) ss.
On this 16th day of November, 1998, before me, a notary public in and for said state, personally appeared PATRICK M. CUNNINGHAM, personally known

Patrick M. Cunningham
PATRICK M. CUNNINGHAM

Lindsay A. Cunningham
LINDSAY A. CUNNINGHAM

(or proved) to me to be the person who executed the above instrument, and acknowledged to me that he executed the same for the purposes stated therein.

On this 16th day of November, 1998, before me, a notary public in and for said state, personally appeared Lindsay A. Cunningham, personally known (or proved) to me to be the person who executed the above instrument and acknowledged to me that she executed the same for the purposes stated therein.

Signature Cherie K. Brooks
CHERIE K. BROOKS
Notary Public - State of Nevada
Appointment Recorded in Carson City
No:95-0510-3 - EXPIRES OCT. 7, 1999
(Notary Public)

WHEN RECORDED MAIL TO:

TERZICH & JACKSON, LTD
POST OFFICE BOX 1210
GARDNERVILLE, NV 89410

Cherie K. Brooks
NOTARY PUBLIC

CHERIE K. BROOKS
Notary Public - State of Nevada
Appointment Recorded in Carson City
No:95-0510-3 - EXPIRES OCT. 7, 1999

0454293

BK 1198PG3779

EXHIBIT "A"

All that certain lot, piece or parcel of land situate in the Northeast 1/4 of Section 18, Township 12 North, Range 20 East, M.D.B. & M., Douglas County, State of Nevada, described as follows:

COMMENCING at the Northwest corner of aforesaid Section 18, as shown on the Parcel Map for Al Rossworn filed for record in Book 1190 at Page 3390 as Document No. 239525, Official Records of Douglas County, Nevada; thence along the North line of said Section North 89°36'42" East a distance of 2,876.33 feet to the Northwest corner of Parcel 7 as described in that Quiet Title action filed for record in Book 50 at Page 111 as Document Number 36468, Official Records of Douglas County, Nevada, which point is the TRUE POINT OF BEGINNING; thence along the boundary of said Parcel 7 South 00°44'52" East a distance of 181.53 feet; thence South 88°49'18" West a distance of 134.00 feet to the East line of that parcel described in Deed from Fritz Cordes to Bertrand Margarey filed for record August 22, 1939 in Book V of Deeds at Page 268, Douglas County, Nevada; thence along said East line 00°44'52" West a distance of 155.43 feet to the South line of that parcel described in Deed from Henry Meyer to the State of Nevada filed for record April 22, 1957 in Book C-1 of Deeds, at Page 352, Douglas County, Nevada; thence along said South line North 77°48'53" East a distance of 136.71 feet to the TRUE POINT OF BEGINNING.

Parcel Number: 27-020-07

REQUESTED BY
Terzarch + Jackson
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'98 NOV 17 P2:32

0454293

BK 1198 PG 3780

LINDA SLATER
RECORDER
\$ *8.00* PAID *2* DEPUTY