

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 28 day of may, 1999,

between, MICHAEL BRAY AND JUDITH BRAY, HUSBAND AND WIFE AS JOINT TENANTS herein called TRUSTOR

whose address is P.O. BOX 2436 MINDEN, NV. 89423

and MARQUIS TITLE & ESCROW, INC., a Nevada Corporation, herein called TRUSTEE, and

DONALD JAMES TYLER, TRUSTEE U/T/A DATED DECEMBER 8, 1992, DONALD JAMES TYLER 1992 FAMILY TRUST, herein called BENEFICIARY.

WITNESSETH: That Trustor irrevocable grants, transfers and assigns to Trustee in trust, with power of sale, that property in DOUGLAS, State of Nevada, being Assessment Parcel No. 21-180-330, more specifically described as follows:

That portion of the Northwest 1/4 of the Northeast 1/4 of Section 34, Township 14 North, Range 20 East, M.D.B.&M. in the County of Douglas, State of Nevada, being more particulary described as follows: The Westerly 236.77 feet of Parcel 2 of that Certain Parcel Map for Michael and Judith Bray, Recorded in Book 1098 at Page 1895 as Document No. 451403 in the Official Records of said Douglas County.

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 \$ 200,000.00 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, 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	1286 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 default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

Signature of Michael Bray, MICHAEL BRAY

Signature of Judith Bray, JUDITH BRAY

STATE OF NEVADA
COUNTY OF

On May 28, 1999
personally appeared before me, a Notary Public

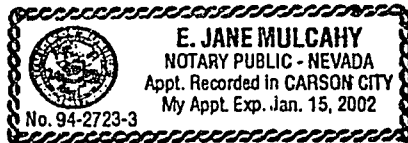
Michael Bray & Judith Bray

who acknowledged that they executed the above instrument.

Signature of Notary Public, Notary Public

WHEN RECORDED MAIL TO

DONALD JAMES TYLER
C/O MARQUIS TITLE & ESCROW, INC.
P.O. BOX 2128, MINDEN, NV. 89423



THIS DOCUMENT IS RECORDED AS AN ACCOMMODATION AND WITHOUT LIABILITY FOR THE CONSIDERATION THEREFORE OR AS TO THE VALIDITY OR SUFFICIENCY OF SAID INSTRUMENT OR FOR THE EFFECT OF SUCH RECORDING ON THE TITLE OF THE PROPERTY INVOLVED.

REQUESTED BY
MARQUIS TITLE & ESCROW, INC.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'99 JUL 19 P2:51

0472766

BK 0799PG 3178

LINDA SLATER
RECORDER
PAID BY DEPUTY