

APN: 19-300-520

RECORDING REQUESTED BY:

First American Title Company of Nevada
1572 Hwy 395
Minden, NV 89423

AND WHEN RECORDED MAIL TO:

Scott
P.O. Box 90490
Henderson, NV 89009

MAIL TAX STATEMENTS TO:

same

DEED OF TRUST

THIS DEED OF TRUST, made this 21st day of September,
2000, by and between CHRISTOPHER JOSEPH GARRETT, an unmarried
man, FIRST AMERICAN TITLE COMPANY OF NEVADA, a Nevada
corporation, Trustee, and the Lincoln Trust Custodian FBO Richard M. Scott
Beneficiary.

W I T N E S S E T H :

That Trustors do hereby grant, bargain, sell, convey and confirm
unto Trustee in trust with power of sale, all that certain lot, piece
or parcel of land situate in the County of Douglas, State of Nevada,
more particularly described as follows:

Parcel 5, as set forth on that certain map of division of
land into large parcels for Giles Properties, filed for
record in the office of the County Recorder of Douglas
County, State of Nevada, on April 8, 1992, Book 492, Page
1289, Document No. 275286;

Together with all water and water rights, ditch and ditch
rights, well or well rights, or water applications and water
permits or privileges connected with, belonging to, or
appurtenant to, or incident to said property, or in any way
used in conjunction therewith.

AND, ALSO, all the estate, interest, homestead or other claim,
as well in law as in equity, which said Trustors now have or may
here-after acquire in and to said property, together with all
easements and rights of way used in connection therewith or as a
means of access thereto, and all and singular the tenements,
hereditaments and appurtenances thereunto belonging, or in anywise
appertaining, and the reversion and reversions, remainder and
remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, the same unto the said Trustee and its
successors, for the purpose of securing:

Payment of an indebtedness in the sum of \$125,000.00, evidenced
by a Promissory Note of even date herewith, with interest thereon,
according to the terms of said Note, which Note by reference is

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Beneficiary, and payable to the order of Beneficiary, and any and all extensions or renewals thereof, payment of such additional sums with interest thereon, as may be hereafter loaned by the Beneficiary to Trustors when evidenced by the Promissory Note or Notes of Trustors; payment of all other sums with interest thereon becoming due and payable under the provisions hereof to either Trustee or to Beneficiary, and the performance and discharge of each and every obligation, covenant and agreement of Trustors herein contained.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: Trustors promise and agree to pay when due all claims for labor performed and materials furnished for any construction, alteration or repair upon the above-described premises; to comply with all laws affecting said property or relating to any alterations or improvements that may be made thereon; not to commit or permit waste thereon, not to commit, suffer or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting said property; and to permit Beneficiary to enter at all reasonable times for the purpose of inspection.

SECOND: Trustors covenant to keep all buildings that may now or at any time be on said property during the continuance of this trust in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada, and as may be approved by Beneficiary, for at least such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust or, the maximum full insurable value of such buildings, in the event such maximum insurable value is less than the foregoing, and shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary hereby secured, and to deliver the policy to Beneficiary or to collection agent of Beneficiary, and in default thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such sum or sums as Beneficiary shall deem proper.

THIRD: The following covenants Nos. 1, 3, 4, 5, 6, ~~7~~ *CJA* 8 and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust. If either party commences litigation or other proceedings (including, without limitation, arbitration) for the interpretation, reformation, enforcement or rescission of this agreement, the prevailing party will be entitled to recovery from the other party reasonable attorneys' fees and court and other costs incurred.

FOURTH: Trustors agree to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

FIFTH: The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the

violation of any covenants herein adopted by reference.

SIXTH: All the provisions of this instrument shall inure to, apply to, and bind the heirs, executors, successors and assigns of the survivor of Beneficiary and shall inure to, apply to, and bind the legal representatives, successors and assigns of each of the other parties hereto, respectively. Whenever used, the singular number shall include the plural, the plural, the singular, and the use of any gender shall include all other genders.

SEVENTH: Trustors hereby assign to the Trustee any and all rents of the above-described premises accruing after default and hereby authorize Trustee, or a receiver to be appointed on application of Trustee or Beneficiary, without waiving or affecting the right of foreclosure or any other right hereunder, to take possession of the premises at any time after there is a default in the payments of said debt or in the performance of any of the obligations herein contained, and to rent the premises for the account of Trustors. At any Trustee's Sale held hereunder, Trustee shall sell the property herein described as a single unit unless herein otherwise specifically directed and at such sale is hereby authorized to bid for Beneficiary or other absent person.

EIGHTH: It is hereby expressly agreed that the trust created hereby is irrevocable by Trustors.

NINTH: This Deed of Trust is executed by Trustors and accepted by Beneficiary with the understanding and upon the express condition that if Trustors should make default in the performance of any of the covenants and agreements herein set forth, then and in that event the full amount of the principal indebtedness secured hereby shall forthwith be and become wholly due and payable, notwithstanding the fact that the same would not otherwise be due according to the terms of the Promissory Note secured hereby, and further, that the relationship of landlord and tenants shall exist as between the purchaser of the real property covered hereby upon foreclosure proceedings, and Trustors and his successors in interest may be removed therefrom by any proceeding authorized by law, including an unlawful detainer action, in the event the possession of said real property should not be voluntarily surrendered to such purchaser.

TENTH: Provided, however, that if all or any portion of the property which is the subject of this Deed of Trust herein described is conveyed from Trustors by Deed, contract, execution, instrument or any other mode or means, voluntarily or involuntarily, which will effect, in law or equity, a divestiture of Trustors's interest or title in said property, the Note secured hereby shall accelerate and the entire balance of principal and interest shall forthwith become due and payable without notice or demand.


CHRISTOPHER JOSEPH GARRETT

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STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

On this 21st day of September, 2000, there personally appeared before me, a Notary Public, CHRISTOPHER JOSEPH GARRETT, personally known (or proved) to me to be the person whose names is subscribed to the above instrument, who acknowledged to me that he executed the above instrument.



Notary Public



COPIES

REQUESTED BY
FIRST AMERICAN TITLE CO.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2000 SEP 22 PM 12: 06

LINDA SLATER
RECORDER

\$ 10.00 PAID KJ DEPUTY

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