

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 31st day of August, 2000, between ALAYNE R. CASTEEL whose address is 935 Springfield Dr., Gardnerville, Nevada 89410 herein called TRUSTOR, WESTERN TITLE COMPANY, INC., a Nevada corporation herein called TRUSTEE, and CASTEEL CORPORATION, a Nevada corporation, 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:

All that real property situate in the County of Douglas, State of Nevada, described as follows:

Lot 128, in Block B, of the FINAL MAP OF PLEASANTVIEW, PHASE 6, FINAL SUBDIVISION MAP NO. 1009-6, according to the map thereof, filed in the Office of the County Recorder of Douglas County, State of Nevada on April 25, 1997, in Book 497, at Page 4062 as Document No. 411306

new
A.P.N. ~~27-792-03~~ 1220-17-612-002

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 \$15,000.00 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, 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.	BOOK	PAGE	COUNTY	DOC. NO.	BOOK	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				

(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 of not to exceed \$25.00 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

SIGNATURE OF TRUSTOR

County of *Douglas*)
On *Sept. 26, 2000*) ss.
Personally appeared before me,
a Notary Public,
ALAYNE R. CASTEEL

Alayne R. Casteel
ALAYNE R. CASTEEL

who acknowledged that
executed the above instrument.

 LORI SMALL
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 91-1817-2 - EXPIRES MAY 9, 2001

Lori Small
NOTARY PUBLIC

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ESCROW NO.
FOR RECORDER'S USE

LELAND, PARACHINI, STEINBERG,
MATZGER & MELNICK, LLP
333 Market Street, Ste. 2700
San Francisco, CA 94105
(415) 957-1800

WHEN RECORDED MAIL TO:

James M. Allen, Esq.
LELAND, PARACHINI, ET AL.
333 Market St., Ste. 2700
San Francisco, CA 94105

OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA
James M Allen Esq
2000 OCT 11 AM 10:06

LINDA SLATER, RECORDER

BY *KJ* \$ *800*

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