

Order No. APN 1420-26-301-007

Escrow No. 2001-42102KM

When Recorded Mail To:

Foster/Evans
3008 Imperial Way, Carson City, NV 89706

Space above this line for recorder's use

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made April 5, 2001 between
John W. Sweeney and Judy S. Sweeney, husband and wife as joint tenants, TRUSTOR,

whose address is 2991 Del Rio, Minden, NV 89423
(Number and Street) (City) (State)
FIRST AMERICAN TITLE COMPANY OF NEVADA, a Nevada corporation, TRUSTEE, and
Helen L. Foster, a single woman and Ruth L. Evans, an unmarried woman as Joint Tenants
BENEFICIARY,

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

See attached Exhibit "A"

If all or any portion of the property which is the subject of this Deed of Trust is conveyed from Trustor by deed, contract, execution, instrument or any other mode or means, voluntarily or involuntarily, not caused by the demise of Trustor, which will effect, in law or equity, a divestiture of Trustor's interest or title in said property, the note secured hereby shall accelerate and the entire balance of principal and interest, including guaranteed interest, then unpaid, plus any prepayment penalties, shall forthwith become due and payable without notice or demand.

There shall not be a prepayment penalty.

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 \$50,000.00 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 on January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	DOC. NO.	COUNTY	BOOK	PAGE	DOC. No.
Churchill	39 Mortgages	363	115384	Lincoln			45902
Clark	850 Off. Rec.		682747	Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050	Mineral	11 Off. Rec.	129	89073
Elko	92 Off. Rec.	652	35747	Nye	105 Off. Rec.	107	04823
Esmeralda	3-X Deeds	195	35922	Ormsby	72 Off. Rec.	537	32867
Eureka	22 Off. Rec.	138	45941	Pershing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	Storey	"S" Mortgages	206	31506
Lander	24 Off. Rec.	168	50782	Washoe	300 Off. Rec.	517	107192
				White Pine	295 R. E. Records	258	

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, 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 undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address above set forth.

STATE OF NEVADA)
County of Douglas) ss.

On April 5, 2001
personally appeared before me, a Notary Public,
John W. Sweeney and
Judy S. Sweeney

who acknowledged that he executed the above instrument.

Signature of Trustor

John W. Sweeney
John W. Sweeney

Judy S. Sweeney
Judy S. Sweeney

Kathy Merrill

Notary Public
BK0401PG1522



FIRST AMERICAN

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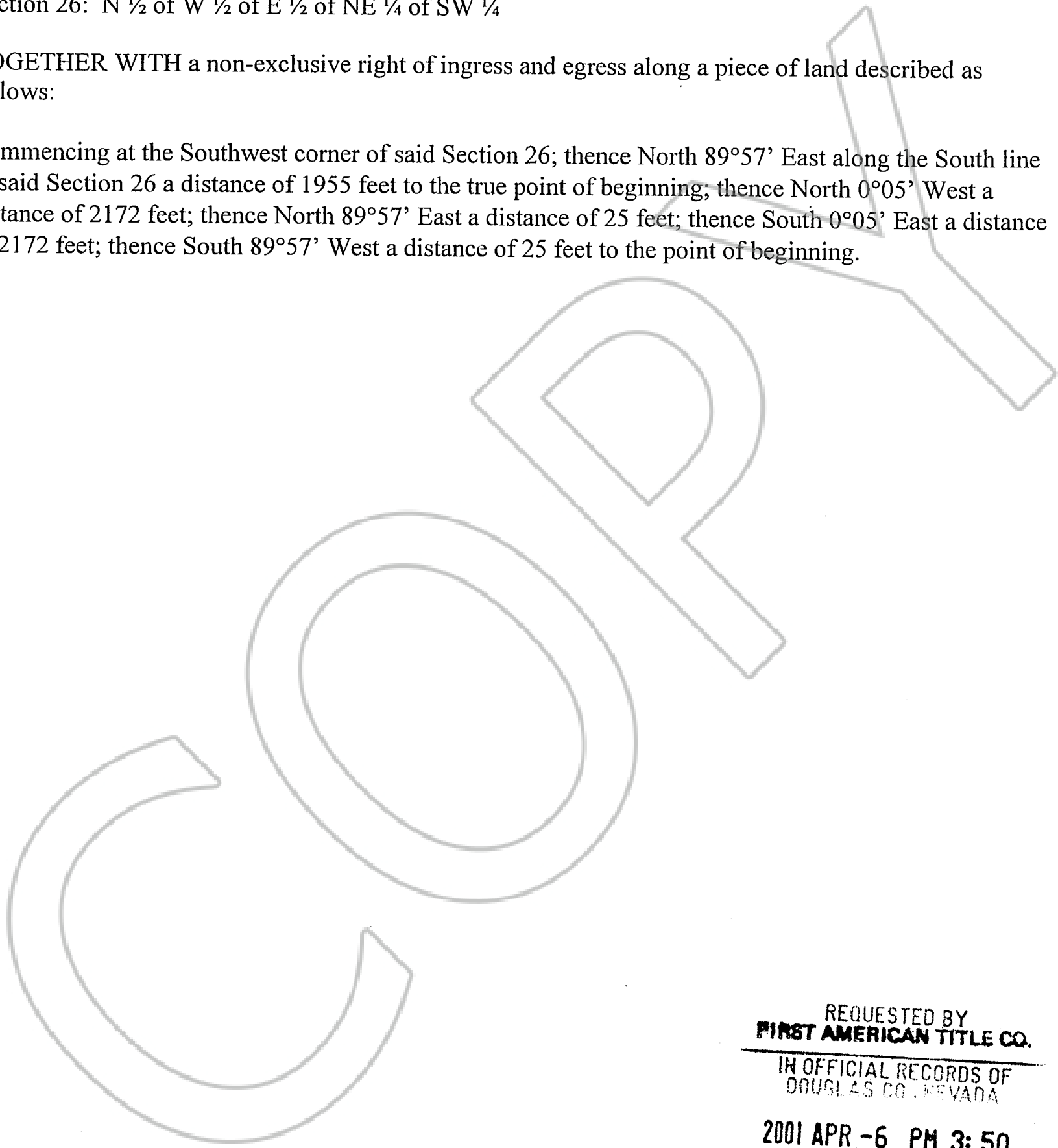
DESCRIPTION

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

Township 14 North, Range 20 East, M.D.B.&M.:
Section 26: N 1/2 of W 1/2 of E 1/2 of NE 1/4 of SW 1/4

TOGETHER WITH a non-exclusive right of ingress and egress along a piece of land described as follows:

Commencing at the Southwest corner of said Section 26; thence North 89°57' East along the South line of said Section 26 a distance of 1955 feet to the true point of beginning; thence North 0°05' West a distance of 2172 feet; thence North 89°57' East a distance of 25 feet; thence South 0°05' East a distance of 2172 feet; thence South 89°57' West a distance of 25 feet to the point of beginning.



REQUESTED BY
FIRST AMERICAN TITLE CO.

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2001 APR -6 PM 3: 50

LINDA SLATER
RECORDER

\$ 8.00 PAID bc DEPUTY

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