



After recording, return to:

THE CITY GROUP/SALES FINANCING
215 Metropolitan Ave.
Oklahoma City, OK 73108

132675

DEED OF TRUST AND ASSIGNMENT OF BENEFICIARY'S INTEREST

NAMES AND ADDRESSES OF TRUSTOR(S)		BENEFICIARY	
HIGH R. & MARCIA L. PHILLIPS #1 SPA RD. CRESCENT VALLEY, NV 89821		GATEWAY HOME & R.V. ADDRESS: 1377 W. Idaho St. Elko, NV 89801	
TRANSACTION	DATE OF TRANSACTION	DATE FINAL PAYMENT DUE	TOTAL OF PAYMENTS
A NON-PURCHASE MORTGAGE	May 30, 1990	MAY 30, 2002	\$ 68,716.80

THE WORDS "I," "ME" and "MY" REFER TO ALL TRUSTORS INDEBTED ON THE SECURITY AGREEMENT SECURED BY THIS DEED OF TRUST.
THE WORDS "YOU" AND "YOUR" REFER TO BENEFICIARY OR ASSIGNS.

To secure payment according to the terms of a Security Agreement which I signed today (a copy of which is attached hereto and which is incorporated herein) and to secure all my other and future obligations to you unless prohibited by applicable law, each of the undersigned grants, bargains, sells and conveys to the Trustee named above, in trust, with power of sale, the real estate described below and all present and future improvements on the real estate, which is located in Nevada, County of EUREKA.

Township 30 North, Range 48 East, M.D.B. & M.
Section 33: N1/2 SE1/4 NW1/4 SE1/4

PROMISE TO PAY

I will pay all obligations secured by this Deed of Trust according to their terms and, if I do, then this Deed of Trust will be null and void.

TAXES—LIENS—INSURANCE

I will pay all taxes, liens, assessments, obligations, encumbrances and any other charges against the real estate, whether superior or inferior to the lien of this Deed of Trust, and maintain insurance on the real estate in your favor in a form and amount satisfactory to you. You may pay any such tax, lien, assessment, obligation, encumbrance or other charge, or purchase such insurance in your own name, if I fail to do so. The out-of-pocket amount you pay will be due and payable to you on demand, will bear interest at the rate of charge set forth in the Security Agreement secured by this Deed of Trust, until an additional lien on the real estate and may be enforced and collected in the same manner as any other obligation under this Deed of Trust.

DEFAULT

If I default in paying any part of the obligation secured by this Deed of Trust or if I default in any other way, all my obligations to you, less refund of any finance charges which you have not yet earned, will become due. If you desire, upon delivery to the Trustee of a written notice setting forth the nature of my default and of your election to cause the property to be sold under this Deed of Trust, in that event, the Trustee will sell the property in accordance with Nevada law. The finance charges which you have not yet earned will be computed according to applicable law but in any event will not be less than the refund that would be given if I prepaid my loan in full. The proceeds of the sale will be applied first to the payment of any court costs and reasonable outside attorney's fees which you incurred in enforcing the Deed of Trust, and second to my unpaid obligation. At your option, this deed of trust may be judicially foreclosed as a mortgage, in which case, I agree to pay your court costs and reasonable outside attorney's fees determined by the court incurred upon foreclosure. In either event, if any money is left over after you have applied the proceeds to my obligation, it will be paid to the persons legally entitled to it, but if any money is still owing, I agree to pay you the balance as determined under Nevada law. You shall have remedies available in law or in equity.

APPOINTMENT OF TRUSTEE

I agree that you may, with or without cause, substitute and appoint a Trustee in place of the Trustee named above by recording an instrument wherever this Deed of Trust is recorded and providing the notice required by applicable law.

EXTENSIONS AND MODIFICATIONS

Each of the undersigned agrees that no extension of time or other variation of any obligation secured by this Deed of Trust will affect any other obligations under this Deed of Trust. Time is of the essence of this Deed of Trust.

WAIVER OF EXEMPTIONS

Each of the undersigned waives, to the extent allowed by applicable law, all marital rights, homestead exemption and all other exemptions relating to the above real estate.

Each of the undersigned requests that a copy of any notice of Trustee's sale under this Deed of Trust be mailed to him or her at Trustee's address(es) set forth above.

Date: 5/25/90

High R. Phillips
Marcia L. Phillips

(Seal)

(Seal)

STATE OF NEVADA
COUNTY OF ELKO

SS:

Before me this 25 day of May 1990 personally appeared

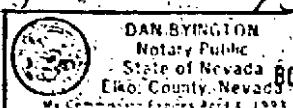
High R. & Marcia L. Phillips

who acknowledged that

executed the above instrument freely and voluntarily.

and for the uses and purposes therein mentioned.

My commission expires



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72-3754-18-89 NEVADA

