

THIS DEED OF TRUST, made this 31st day of MAY 1997

KENNETH and LISA JONES

whose address is P. O. Box 426 Eureka Nevada 89316

WILLIAM D. MILES

herein called TRUSTEE, and

herein called BENEFICIARY,

WILLIAM D. MILES

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, that property in EUREKA County, Nevada, described as:

All that certain real property situate in the County of Eureka, State of Nevada,

more particularly described as follows: APN 01-012-17 - All Parcel A3 and APN 01-012-18,

South 1/2 of Parcel A4 as shown on that certain Parcel Map for WILLIAM D. MILES and DAVID A.

PASTORINO filed in the office of the County Recorder of Eureka County, State of Nevada,

on July 8, 1992, as File No. 141573, being a portion of portion of SE 1/4 Section 14,

TOWNSHIP 19 NORTH, RANGE 53 EAST, M.D.B.&M.

EXCEPTING THEREFROM, all uranium, thorium, or any other material which is or may

be determined to be peculiarly essential to the production of fissionable materials in

and under said land, reserved by the United States of America in Patent recorded,

December 19, 1947, in Book 23, Page 226, Deed Records, Eureka County, Nevada.

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 \$ 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 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 the 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.	Off. Rec.	000-52878	Lincoln	73 Off. Rec.	248	86043
Churchill	Off. Rec.	Off. Rec.	224333	Lyon	Off. Rec.	352	0104086
Clark	861226 Off. Rec.	00857		Mineral	112 Off. Rec.		078762
Douglas	1286 Off. Rec.	147018		Nye	558 Off. Rec.	075	173588
Eiko	545 Off. Rec.	223111		Perching	187 Off. Rec.	179	161646
Emeralda	110 Off. Rec.	109321		Storey	055 Off. Rec.	555	58904
Eureka	153 Off. Rec.	187		Washton	2464 Off. Rec.	0571	1126264
Humboldt	223 Off. Rec.	781		White Pine	104 Off. Rec.	531	241215
Lander	279 Off. Rec.	034					

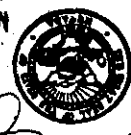
The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereupon be mailed to him at his address hereinafter set forth. Each change in parties, or for each change in a party making or receiving a payment secured hereby, shall incur to and bind the parties hereto with 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.

STATE OF NEVADA
COUNTY OF

On this 31st day of JUNE, 1997 before

me, a Notary Public in and for said state, personally appeared
WILLIAM D. MILES and LISA JONES, personally known
to me to be the person(s) who executed the above instrument,
and acknowledged to me that they executed the same for the purposes

Notary Public - State of Nevada
Appointment Expires DEC. 20, 1997
Signature: *William D. Miles*



William D. Miles, Trustor
Lisa Jones, Trustor
William D. Miles, Trustee
Lisa Jones, Trustee