

DEED OF TRUST

1 THIS DEED OF TRUST, made this 28 day of April,
 2 1997, by and between EARL A. HAYWARD and CHERISSE A. HAYWARD,
 3 husband and wife, as joint tenants, as Trustor, and STEWART TITLE
 4 OF NORTHEASTERN NEVADA, a Nevada corporation, dba FRONTIER TITLE
 5 COMPANY, as Trustee, and NEVADA LIGHTING PROFIT SHARING, as
 6 Beneficiary. (It is distinctly understood that the words "Trustor"
 and "Beneficiary" and the word "his" referring to the Trustor or
 Beneficiary, as herein used, are intended to and do include the
 masculine, feminine and neuter genders and the singular and plural
 numbers, as indicated by the context.)

WITNESSETH:

8 That said Trustor hereby grants, conveys and confirms
 9 unto said Trustee in trust with power of sale, the following
 10 described real property situate in the County of Eureka, State of
 Nevada, to-wit:

11 Parcel 1, Lot A, File #159637 portion of Lot
 12 11, Section 28, Township 20 North, Range 53
 East, M.D.B. & M. APN #07-380-50 (2.03 Ac.)

13 EXCEPTING THEREFROM all the oil and gas lying
 14 in and under said land, as reserved by the
 UNITED STATES OF AMERICA, in patent recorded
 15 December 30, 1965, in Book 9, Page 422,
 Official Records of Eureka County, Nevada.

16 FURTHER EXCEPTING THEREFROM 1/2 of all mineral
 17 rights, oil or gas lying in and under said
 land as reserved by EDWIN C. and LETA B.
 18 BISHOP, his wife, in Deed recorded August 23,
 1978, in Book 65, Page 317, Official Records,
 Eureka County, Nevada.

20 TOGETHER WITH all and singular the tenements,
 21 hereditaments and appurtenances thereunto belonging or anywise
 22 appertaining, and the reversion and reversions, remainder and
 23 remainders, rents, issues and profits thereof, and also all the
 estate, right, title and interest, homestead or other claim or
 demand, as well in law as in equity, which the Trustor now has or
 may hereafter acquire, or, in or to the said premises or any part
 thereof, with the appurtenances.

24 As additional security, Trustor hereby assigns all rents
 25 from such property and gives to and confers upon Beneficiary the
 26 right, power and authority, during the continuance of these Trusts,
 to collect the rents, issues, and profits of said property,
 27 reserving unto Trustor the right, prior to any default by Trustor
 in payment of any indebtedness secured hereby or in performance of
 28 any agreement hereunder, to collect and retain such rents, issues,
 and profits as they become due and payable.

29 Upon any such default, Beneficiary may at any time
 30 without notice, either in person, by agent, or by a receiver to be
 31 appointed by a court, and without regard to the adequacy of any
 security for the indebtedness hereby secured, enter upon and take
 32 possession of said property or any part thereof, in his own name
 for or otherwise collect such rents, issues, and profits, including
 those past due and unpaid, and apply the same, less costs and

LAW OFFICES
 GARY D. FAIRMAN
 A PROFESSIONAL CORPORATION
 482 FIFTH STREET - P. O. BOX 5
 ELY, NEVADA 89301
 (702) 289-4422

1 expenses of operation and collection, including reasonable
2 attorney's fees, upon any indebtedness secured hereby, and in such
3 order as Beneficiary may determine.

4 The entering upon and taking possession of said property,
5 the collection of such rents, issues, and profits, and the
6 application thereof as aforesaid, shall not cure or waive any
7 default or notice of default hereunder or invalidate any act done
8 pursuant to such notice.

9 In the event all or any part of the property secured by
10 this Deed of Trust be sold, conveyed, transferred, or exchanged,
11 then the Note of even date secured hereby shall become immediately
12 due and payable at the option of the holder of said Note.

13 TO HAVE AND TO HOLD the same unto the said Trustee and
14 its successors, upon the trusts hereinafter expressed:

15 As security for the payment of EIGHTY THOUSAND DOLLARS
16 (\$80,000.00) in lawful money of the United States of America, with
17 interest thereon in like money and with expenses and counsel fees
18 according to the terms of the Promissory Note or Notes for said sum
19 executed and delivered by the Trustor to the Beneficiary; such
20 additional amounts as may be hereafter loaned by the Beneficiary or
21 his successor to the Trustor or any of them, or any successor in
22 interest of the Trustor, with interest thereon, and any other
23 indebtedness or obligation of the Trustor or any of them, and any
24 present or future demands of any kind or nature which the
25 Beneficiary, or his successor, may have against the Trustor or any
26 of them, whether created directly or acquired by assignment;
27 whether absolute or contingent; whether due or not, or whether
28 otherwise secured or not, or whether existing at the time of the
29 execution of this instrument, or arising thereafter; also as
30 security for the payment and performance of every obligation,
31 covenant, promise or agreement herein or in said note or notes
32 contained.

Trustor grants to Beneficiary the right to record notice
that this Deed of Trust is security for additional amounts and
obligations not specifically mentioned herein but which constitute
indebtedness or obligations of the Trustor for which Beneficiary
may claim this Deed of Trust as security.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: The Trustor promises and agrees 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, suffer or permit any acts upon said
property in violation of any law, covenant, condition or
restriction affecting said property.

SECOND: The Trustor promises to properly care for and
keep the property herein described in first-class condition, order
and repair; to care for, protect and repair all buildings and
improvements situate thereon; and otherwise to protect and preserve
the said premises and the improvements thereon and no to commit or
permit any waste or deterioration of said buildings and
improvements or of any premises. If the above-described property
is farm land, Trustor agrees to farm, cultivate and irrigate said
premises in a proper, approved and husbandmanlike manner.

1 THIRD: The following covenants, Nos. 1, 2 (\$80,000.00
2 amount of insurance), 3, 4 (interest 9% per annum), 5, 6, 7
(counsel fees 15%) and 8 of NRS 107.030, are hereby adopted and
made a part of this Deed of Trust.

3 FOURTH: Beneficiary may, from time to time, as provided
4 by statute, or by a writing, signed and acknowledged by him and
5 recorded in the office of the County Recorder of the County in
6 which said land or such part thereof as is then affected by this
7 Deed of Trust is situated, appoint another Trustee in place and
8 instead of Trustee herein named, and thereupon, the Trustee herein
9 named shall be discharged and Trustee so appointed shall be
10 substituted as Trustee hereunder with the same effect as if
originally named Trustee herein.

11 FIFTH: Trustor agrees to pay any deficiency arising from
12 any cause after application of the proceeds of the sale held in
13 accordance with the provisions of the covenants hereinabove adopted
by reference.

14 SIXTH: The rights and remedies hereby granted shall not
15 exclude any other rights or remedies granted by law, and all rights
16 and remedies granted hereunder or permitted by law shall be
17 concurrent and cumulative. A violation of any of the covenants
18 herein expressly set forth shall have the same effect as the
19 violation of any covenant herein adopted by reference.

20 SEVENTH: In the event of any tax or assessment on the
21 interest under this Deed of Trust it will be deemed that such taxes
22 or assessments are upon the interest of the Trustor, who agrees to
23 pay such taxes or assessments although the same may be assessed
24 against the Beneficiary or Trustee.

25 EIGHTH: All the provisions of this instrument shall
26 inure to, apply, and bind the legal representatives, successors and
27 assigns of each party hereto respectively.

28 NINTH: In the event of a default in the performance or
29 payment under this Deed of Trust or the security for which this
30 Deed of Trust has been executed, any notice given under Section
31 107.080 NRS shall be give by registered letter to the Trustor(s) at
32 the address herein, _____

and such notice shall be binding upon the Trustor(s), Assignee(s),
or Grantee(s) from the Trustor(s).

TENTH: It is expressly agreed that the trusts created
hereby are irrevocable by the Trustor.

IN WITNESS WHEREOF, the said Trustor has executed these
presents the day and year first above written.

Earl A. Hayward
EARL A. HAYWARD

Cherisse A. Hayward
CHERRISSE A. HAYWARD

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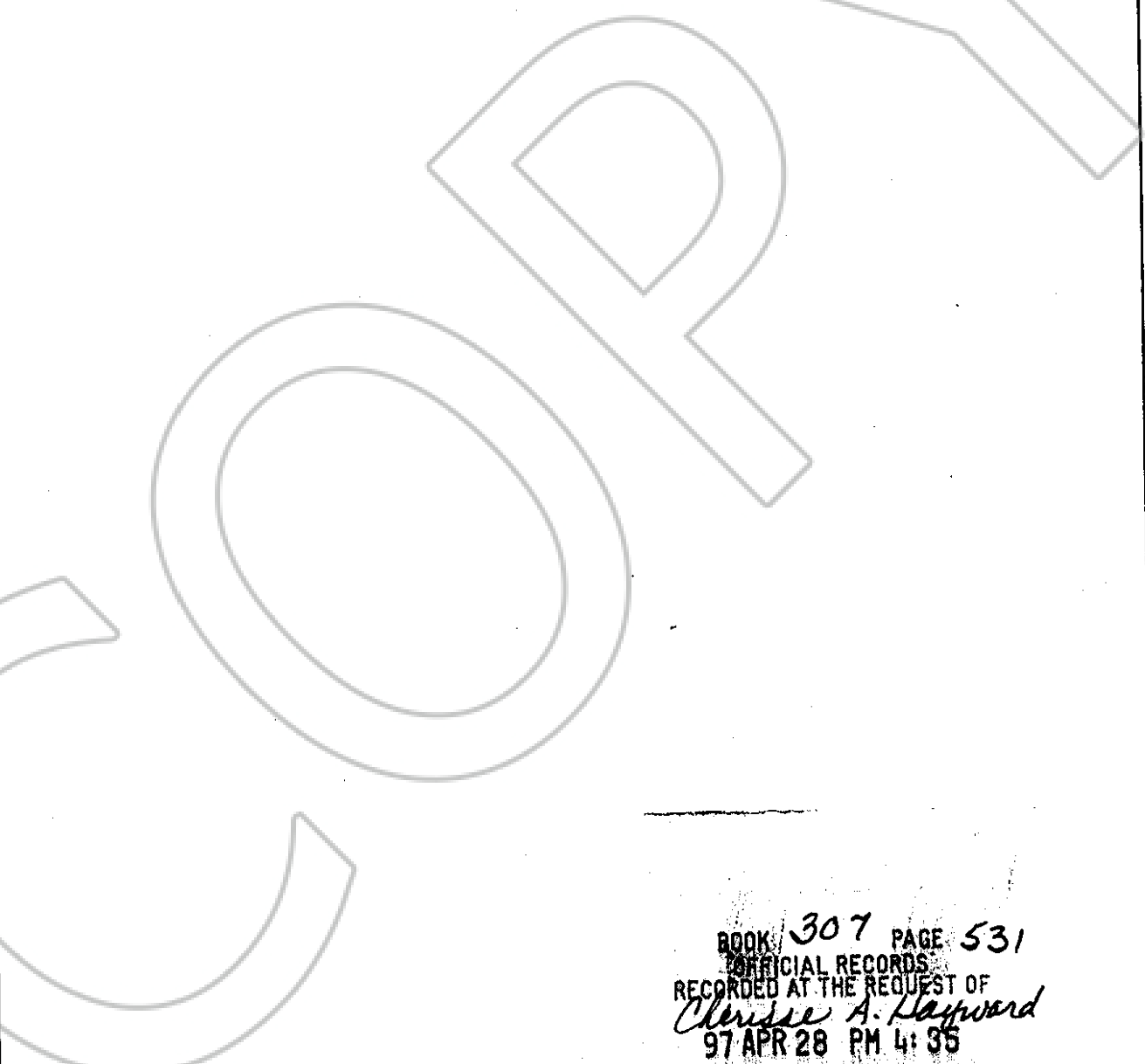
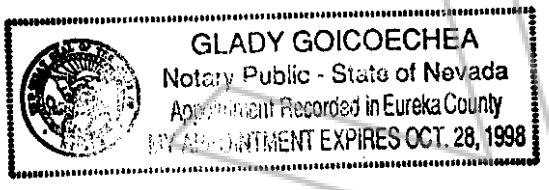
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STATE OF Nevada)
) ss.
 COUNTY OF EUREKA)

On April 28, 1997, personally appeared
 before me, a Notary Public, EARL A. HAYWARD and CHERISSE A. HAYWARD
 personally known or proved to me to be the persons whose names are
 subscribed to the above instrument who acknowledged that they
 executed the instrument.

Glady Goicoechea
 NOTARY PUBLIC



BOOK 307 PAGE 531
 OFFICIAL RECORDS
 RECORDED AT THE REQUEST OF
Cherisse A. Hayward
 97 APR 28 PM 4:35
 EUREKA COUNTY NEVADA
 M.H. REBALEATI, RECORDER
 FILE NO. FEES 10.00

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