

DEED OF TRUST

THIS DEED OF TRUST, made this 28 day of April, 1997, by and between EARL A. HAYWARD and CHERISSE A. HAYWARD, husband and wife, as joint tenants, as Trustor, and STEWART TITLE OF NORTHEASTERN NEVADA, a Nevada corporation, dba FRONTIER TITLE COMPANY, as Trustee, and NEVADA LIGHTING PROFIT SHARING, as 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:

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

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

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

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

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or anywise appertaining, and the reversion and reversions, remainder and 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.

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

Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take 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

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.

LAW OFFICES  
GARY D. FAIRMAN  
A PROFESSIONAL CORPORATION  
482 FIFTH STREET - P. O. BOX 8  
ELY, NEVADA 89301  
(702) 289-4422

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THIRD: The following covenants, Nos. 1, 2 (\$80,000.00 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.

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

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

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

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

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

NINTH: In the event of a default in the performance or payment under this Deed of Trust or the security for which this Deed of Trust has been executed, any notice given under Section 107.080 NRS shall be give by registered letter to the Trustor(s) at 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  
CHERISSE A. HAYWARD

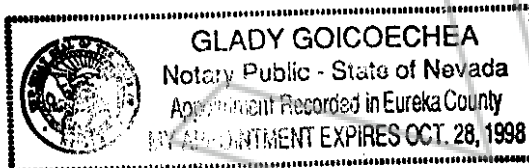
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1 STATE OF Nevada )  
2 COUNTY OF EUREKA ) ss.

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

8 Glady Goicoechea  
9 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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