

When recorded mail to:
Green Tree Financial Corp.
2951 Sunrise Blvd. #175
Rancho Cordova, CA 95742

Escrow no. EU-32115-RP
Jette No. 42843970

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on 10/28/97
The grantor is SHANE A. RONTZ and BONNIE S. RONTZ

("Borrower"), The trustee is [Name] ("Trustee"). The beneficiary is GREEN TREE FINANCIAL CORP. which is organized and existing under the laws of [State].

2951 SUNRISE BLVD SUITE 175, RANCHO CORDOVA CA 95742 (Lender). Borrower owes Lender the principal sum of NINETY NINE THOUSAND EIGHT HUNDRED TWELVE AND 55/100 Dollars (U.S. \$ 99,912.55).

The debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments with the full debt, if not paid earlier, due and payable on 11/10/2027. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the performance of Borrower's covenants and agreements under this Security Instrument and the Note.

For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in: WEST 10TH STREET, County of YUREKA, Nevada. All of the property located at WEST 10TH STREET, County of YUREKA, in the City/Town/Village of YUREKA, County of YUREKA, state of NV, in which the Borrower has an ownership, leasehold or other legal interest. This property is more particularly described on the schedule titled "Additional Property Description" which is attached hereto as exhibit A. TOGETHER WITH a security interest in that certain 1998, 28 X 64 YUREKA home, serial number KMH98781T272807A&B

The Borrower does hereby authorize the Lender or its assigns to obtain a more detailed property description after the Borrower has signed the deed of Trust, and to attach Exhibit A after the Borrower has signed the deed of Trust.

which has the address of WEST 10TH STREET, YUREKA, Nevada 95716 ("Property Address")

NEVADA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
BANKING SERVICES, INC. ST. CLOUD, MN 56303 (1 800 367-3231) FORM MD-14V (7/96)

Form 3025 (Rev. 1 of 5)
1-19-97

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10. With all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property, all appurtenances and additions shall also be covered by this Security Instrument.

All of the foregoing is referred to in this Security Instrument as the "Property."

Donor's Grantor that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record, Borrower's and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

This Security Instrument contains uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Payment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any promissory note and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay yearly taxes and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly flood insurance premiums, if any; (c) yearly hazard or property insurance premiums; (d) yearly windshield payments or ground rents on the Property, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums.

These items are called "Escrow Items." Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time; 12 U.S.C. 2601 et seq. ("RESPA").

Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount, if any, Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, insurability, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law

permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may, at any time, require Borrower to pay the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges. Lender, Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the Property which may attach priority over this Security Instrument, and unpaid payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender. (b) Lender's opinion and funds paid by or against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) security from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 15 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against risks from fire, hazards included within the term "extended coverage" and any other hazards.

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including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amount and
Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above,
Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph
7.

All insurance policies and coverages shall be acceptable to Lender and shall include a standard mortgage clause.
Lender shall have the right to hold the policies and reserves. If Lender requires, Borrower shall promptly give to Lender
all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance
carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.
Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair
of the Property damaged. If the restoration or repair is economically feasible and Lender's security is not impaired, if the
restoration or repair is not economically feasible or repair is not economically feasible, the insurance proceeds shall be
applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If
Borrower abandons the Property, or does not assert a claim, then Lender may collect the insurance proceeds to repair or restore
the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin
when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or
postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If
under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting
from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security
Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application;
Lender shall occupy, establish, and use the Property as Borrower's principal residence within sixty days
after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence
for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be
unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not
shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith
judgment could result in forfeiture of the Property or otherwise materially impact the lien created by this Security
Instrument or Lender's security interest. Borrower may cure such a default and reinstatement as provided in paragraph 18, by
causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes
forfeiture of the Borrower's interest in the Property or other material impairment of the lien secured by this Security
Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process,
gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material
information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning
Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall
comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title
shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements
contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the
Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations),
then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the
Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security
Instrument, appointing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although
Lender may take action under this paragraph 7, Lender does not have to do so.
Any amount disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by
this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest
from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower
requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this
Security Instrument, Borrower shall pay the premium required to maintain the mortgage insurance in effect. If, for any
reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the
premium required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost
substantially equivalent to the cost to Borrower of the mortgage insurance coverage is not available. Borrower shall pay
insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay
to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when
the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve
in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage
insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender
again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in
effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written
agreement between Borrower and Lender or applicable law.

Form 3025 (Rev. 10/97)

WALKERS SYSTEMS, INC., ST. CLOUD, MN (6202) 1-800-387-3411 FORM NO. W-2781

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

11. Borrower Not Released/Forfeiture By Lender Not a Waiver. Extension of the time for payment or postponement of the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or to the sums secured by this Security Instrument, whether or not then due.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs and conveys that Borrower's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected on the amount necessary to reduce the permitted limit; and (b) any such loan charge shall be reduced by the amount in connection with the loan exceed the permitted limit; and (c) any such loan charge which exceeded permitted limit will be refunded to Borrower. Lender may choose to take this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduce principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided to this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument. None are declared to be severable.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured.

MARKING SYSTEM, INC. 57 CLOU, RM 8802 11-906-297-2211 FORM M.D.I.V. 2/1981

form 302b 490 page 4/1981

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[Handwritten signatures and initials]

By this Security Instrument, if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Redeem. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for redemption) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (e) pay all sums which would be due under this Security Instrument and the Note as if no acceleration had occurred; (f) cure any default of any other covenants or agreements; (g) pay all expenses incurred in enforcing the Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon redemption by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to redeem shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Lender. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the county (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate in normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower fails to do so, it is notified by any governmental or regulatory authority, that any removal or other remedial action is necessary, or is notified by any governmental or regulatory authority, Borrower shall promptly take all necessary remedial action in accordance with Environmental Law. As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, flammable or combustible liquids, acids, caustics, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

Non-Consensual Conveyances. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17) unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; and (c) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default; or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option, and without further demand, may invoke the power of sale, including the right to accelerate full payment of the Note, and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice as prescribed by applicable law to Borrower and to the person prescribed by applicable law. Trustee shall give public notice of sale to the person and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order of public sale of all or any part of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale. Trustee shall deliver to the purchaser the Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees and costs of title evidence; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property to the person or persons legally entitled to it.

STANDARD FORM NO. 10-70 (REV. 11-15-80) (GPO: 1980-350-000)

to recover the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall recover the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

- Adjustable Rate Rider
Balloon Rider
Guaranteed Payment Rider
Other(s) [specify]
Condominium Rider
Planned Unit Development Rider
Rate Improvement Rider
1-4 Family Rider
Second Hourly Rider
Second Hourly Payment Rider

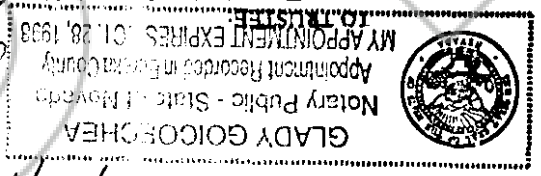
SHANE A. FORTES (Seal) Borrower Social Security Number

BONNIE S. FORTES (Seal) Borrower Social Security Number

(Space Below This Line For Acknowledgment)

STATE OF NEVADA, FOREKLA County of Nevada, October 27, 1997 On (date) personally appeared before me, a notary public (or judge or other authorized person, as the case may be), SHANE A. FORTES and BONNIE S. FORTES personally known to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county of Nevada, the day and year in this certificate first above written. My commission expires: 10/28/98



County of Nevada FOREKLA REQUEST FOR RECONVEYANCE

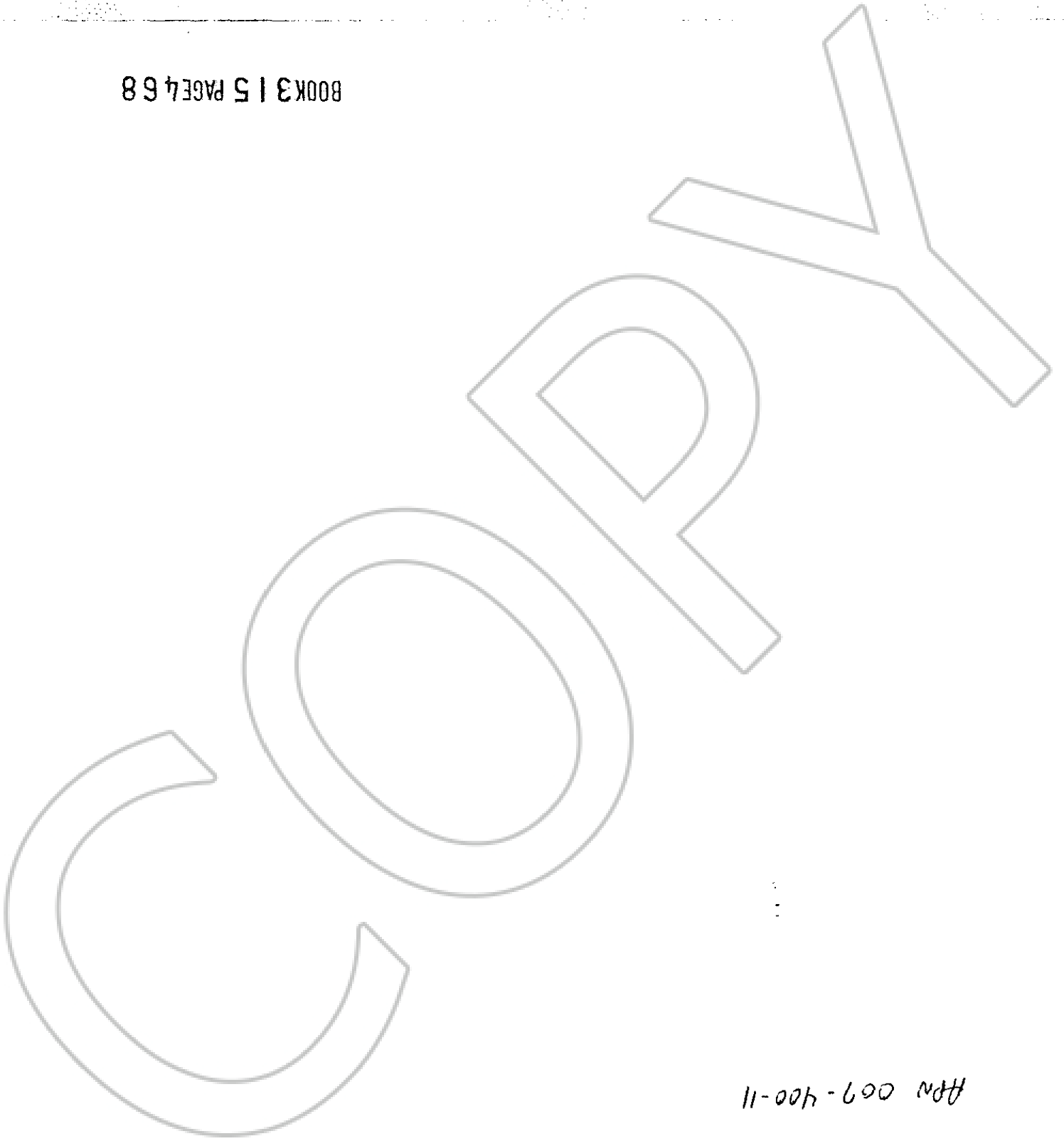
The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

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Exhibit "A" attached to deed of trust #EU-32115-RP

Parcel No. 1-A-3 as shown on the Parcel Map for AARON BUFFINGTON, filed in the office of the County Recorder of Eureka County on July 23, 1997, as File No. 167542, located in a portion of a redivision of Parcel 1-A, Parcel Map File No. 137363, the Third Division of Parcel 2, Shady Meadows Estates a portion of the SW 1/4, Section 18, Township 21 North, Range 53 East, M.D.B. &M.

APN 069-400-11



Notary Acknowledgement attached to Deed of Trust dated October 28, 1997 EU-32115-RP/42843970

STATE OF NEVADA

COUNTY OF EUREKA

ss.

On this 28 day of October, 1997, personally appeared before me a Notary Public in and for EUREKA County, State of Nevada, Shane H. and Donnie S. Fontes

known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

Glady Goicoechea
NOTARY PUBLIC

GLADY GOICOECHA
Notary Public - State of Nevada
Appointment Recorded in Eureka County
MY APPOINTMENT EXPIRES OCT. 28, 1998



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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Northern Nevada Title
97 NOV 26 PM 1:20
EUREKA COUNTY NEVADA
M.N. REBAL/EA/TI, RECORDER
FILE NO. FEES 14.00

168973

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