

ELKO, NEVADA 89601
650 IDAHO STREET
ATTORNEY AT LAW

JAMES M. COPENHAVER

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ONE: Payment of an indebtedness evidenced by a certain Promissory Note dated June 9, 1998, in the principal amount of TWENTY THOUSAND AND NO/100ths DOLLARS (\$20,000.00) with no interest thereon, expenses, attorney fees and other payments therein

TO HAVE AND TO HOLD the same unto the said Trustee and its successors, in trust, to secure the performance of the following obligations and payments of the following debts:

SUBJECT TO all taxes and assessments, reservations, exceptions, easements, rights of way, limitations, covenants, conditions, restrictions, terms, liens, charges and licenses affecting the property of record.

TOGETHER WITH all and singular the tenements, hereditaments, easements, and appurtenances thereunto belonging or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof, or of any part thereof.

EXCEPTING THEREFROM all petroleum, oil, natural gas and products derived therefrom lying in and under said land as reserved by SOUTHERN PACIFIC LAND COMPANY, in deed recorded September 24, 1951, in Book 24, Page 168, Deed Records, Eureka County, Nevada.

Lot 27, Block 20, CRESCENT VALLEY RANCH AND FARMS, INC., UNIT NO. 1, according to the official map thereof, filed in the office of the County Recorder of Eureka County, Nevada on April 6, 1959 as File No. 34081.

That grantors hereby grant, transfer and assign to the Trustee in trust, with power of sale, all of the following described real property situate in the County of Eureka, State of Nevada, more particularly described as follows:

W I T N E S S E T H :

THIS DEED OF TRUST, made this 19th day of June, 1998, by and between PAUL BRITTAIN and JOHNNIE BRITTAIN, husband and wife, as Grantors, and FIRST AMERICAN TITLE COMPANY OF NEVADA as Trustee, and ROBERT J. DESILVA and ARLENE DESILVA, as Beneficiary,

DEED OF TRUST

170217

provided, executed and delivered by the grantors payable to the Beneficiary or order, and any and all extensions or renewals thereof, which promissory Note is made a part hereof.

TWO: Payment of all other sums with interest thereon becoming due and payable under the provisions hereof to either Trustee or Beneficiary.

THREE: Payment, performance, and discharge of each and every obligation, covenant, promise and agreement of grantors herein or in said Note contained and of all renewals, extensions, revisions and amendments of the above-described Note and any other indebtedness or obligation secured hereby.

FOUR: Obtaining and paying the premiums on hazard insurance and paying all taxes on the subject property.

To protect the security of this Deed of Trust, it is agreed as follows:

1. The following covenants, Nos. 1, 2-(insurable value), 3, 4 (0.0%), 5, 6 (which covenant is deemed to include and apply to all conditions, covenants and agreements contained herein in addition to those adopted by reference, and to any and all defaults or delinquency in performance of this Deed of Trust), 7 (reasonable), and 8 and 9 of N.R.S. 107.030, are hereby adopted and made a part of this Deed of Trust.

2. All payments secured hereby shall be paid in lawful money of the United States of America.

3. The Beneficiary and any persons authorized by the Beneficiary shall have the right to enter upon and inspect the premises at all reasonable times.

4. In case of condemnation of the property subject hereto, or any part thereof, by paramount authority, all of any condemnation award to which the grantors shall be entitled less costs and expenses of litigation is hereby assigned by the grantors to the Beneficiary, who is hereby authorized to receive and receipt for the same and apply such proceeds as received toward the payment of the indebtedness hereby secured, whether due or not.

5. Any notices to be given grantors shall be given by registered or certified mail to grantors at the address set forth near the signatures in this Deed of Trust or at such substitute address as grantors may designate in writing duly delivered to Beneficiary to Trustee, and such address set forth in this Deed of Trust, or such substitute address as is designated in writing duly served as aforesaid, shall be deemed conclusively to be the correct address of grantors, for all purposes in connection with said Deed of Trust, including, but not limited, to giving of notices permitted or required by statute to be mailed to grantors.

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6. All the provisions of this instrument shall inure to the benefit of and bind the heirs, legal representatives, successors and assigns of each party hereto respectively as the context permits. All obligations of each grantors hereunder shall be joint and several. The word "grantors" and any reference thereto shall include the masculine, feminine and neuter genders and the singular and plural as indicated by the context and number of parties hereto.

7. It is expressly agreed that the trusts created hereby are irrevocable by the grantors.

8. The grantors shall properly care for, protect and keep the property and all landscaping, buildings and improvements thereon in at least the same state and condition of repair and order as it is on the date of the execution of this deed of trust, and not remove, damage or demolish any buildings or other improvements on the property unless the beneficiary gives prior consent thereto or the building or improvement is immediately replaced with one of equal value or more.

9. At any time or from time to time, without liability therefor and without notice, on written request to beneficiary and presentation of this Trust Deed and the Promissory Note secured thereby for endorsement and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of such property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating such Trust Deed to subsequent liens, encumbrances or charges therein.

IN WITNESS WHEREOF, the Grantors have executed these presents the day and year first above written.

GRANTORS:

Paul Brittain
PAUL BRITTAIN

Johnnie Brittain
JOHNNIE BRITTAIN

JAMES M. COPENHAVER
ATTORNEY AT LAW
650 IDAHO STREET
ELKO, NEVADA 89601

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A.P.N. 002-018-04

121 W. MORRIS
Fresno, CA 93704

Grantors' Address:

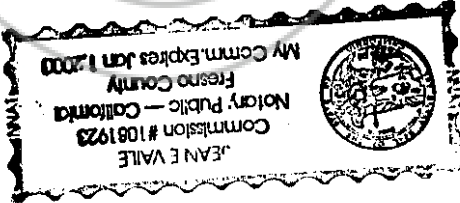
NOTARY PUBLIC

James M. Coppenhaver

1998, by PAUL BRITTAIN and JOHNNIE BRITTAIN.

This instrument was acknowledged before me on June 20,

State of CA
County of FRESNO



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OFFICIAL RECORDS

RECORDED AT THE REQUEST OF

James M. Coppenhaver

98 JUN 23 PM 1:35

EUREKA COUNTY NEVADA

M.N. REBALVALI, RECORDER

FILE NO. FEES 10.00

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4.

JAMES M. COPPENHAVER
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