

Recording Requested by:

212825

WOODBURN AND WEDGE

When Recorded, Return To:

WOODBURN AND WEDGE

One East First Street

Suite 1600

Reno, Nevada 89501

Attention: Gordon H. DePaoli

APN:

DEED OF TRUST

By

**BINGO G. WESNER, KAREN T. WESNER and
BING GEORGE WESNER,**

as Trustor

to

Western Title Company of Nevada, Inc.

as Trustee

for the benefit of

**Virginia Hill Trust
Elaine E. Hill, Successor Trustee**

as Beneficiary

THIS INSTRUMENT IS A DEED OF TRUST OF BOTH REAL AND PERSONAL PROPERTY, INCLUDING FIXTURES. THIS INSTRUMENT CONTAINS PROVISIONS ACCELERATING THE OBLIGATIONS HEREBY SECURED UPON CERTAIN SALES OR FURTHER ENCUMBRANCES OF THE PROPERTY HEREBY COVERED.

DEED OF TRUST

THIS DEED OF TRUST made this 8th day of April, 1997, by and between Bingo G. Wesner and Karen T. Wesner as to an undivided fifty percent (50%) interest and Bing George Wesner, as to an undivided fifty percent (50%) interest, as Trustor, and Western Title Company, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Nevada, as Trustee, and The Virginia Hill Trust, Elaine E. Hill, Successor Trustee, as Beneficiary. (It is distinctly understood that the word "Trustor" and the word "his" referring to the Trustor, 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 irrevocably grants, conveys and confirms unto said Trustee in trust with power of sale, the following described real property situate in the County of Pershing, State of Nevada, to-wit:

All that real property and appurtenances, including, without limitation, appurtenant water rights situated in Pershing County, Nevada, more particularly described on Exhibit "A", attached hereto and incorporated herein by the reference (hereinafter referred to as the "Property");

TOGETHER WITH, and including, without limitation:

(a) All buildings and improvements now or hereafter erected or placed on the Property; all Trustor's estate, right, title and interest in and to any buildings and improvements; all of Trustor's now owned or hereafter acquired right, title and interest in and to the fee title to the Property; all easements, rights-of-way, passages, franchises, water rights, water courses, riparian rights, appurtenances, tenements, hereditaments and all other rights, liberties and privileges now or hereafter belonging to, or in any way appertaining, or in any way being a means of access, to the Property, including, without limitation, (i) homestead or any other claim at law or in equity, and (ii) any after acquired title, franchise, license, right, interest or privilege and the reversion(s) and remainder(s) thereof;

(b) All income, rents, issues, profits, revenues, royalties, proceeds, room rentals, concession revenues, license revenues, credits, deposits and options arising out of, under or relating to the use and operation of the Property and all leases, subleases, subtenancies, occupancy agreements, licenses, concessions or other agreements affecting the Property, including, without limitation, the right, power and authority given to and conferred upon Trustor under any assignment of leases to collect and apply such income, rents, issues, profits and proceeds; SUBJECT, HOWEVER, to the absolute assignment of leases and rents in favor of

Beneficiary set forth in paragraph 14 herein;

(c) All general intangibles arising from, used or held in connection with, or relating to the Property or the ownership, use, occupancy, enjoyment, operation, management, development or improvement thereof, including, without limitation, all governmental permits relating to construction, all subdivision maps and applications therefor, all subdivision public reports and applications therefor, all disposition and development agreements or right and applications therefor, all architectural and engineering drawings, plans and specifications, soil tests, feasibility studies, engineering reports, environmental, building and other permits, certificates of occupancy, construction, management and other contracts, franchises, licenses and all names under or by which the Property or any present or future improvements on the Property may at any time be operated or known, and all rights to carry on business under any such names, or any variant thereof, and all trademarks and goodwill in any way relating to the Property;

(d) All right, title and interest of Trustor in and to the beds of the ways, roads, streets, avenues and alleys adjoining the Property, including, without limitation, any afteracquired title or reversionary interest;

(e) All deposits made with or other security given to utility companies or governmental branches or agencies by or on behalf of Trustor with respect to the Property and all advance payments of insurance premiums made by or on behalf of Trustor;

(f) All Trustor's right, title and interest in and to all gas, oil, water and mineral rights now or hereafter derived from, appurtenant to, or pertaining to the Property (and any and all shares of stock evidencing the same and profits relating thereto) and all air rights and development rights or credits relating to the Property; and

(g) All causes of action, claims and proceeds relating to or arising on account of any damage to or condemnation or other taking of the Property or any improvements thereon or any part thereof, or for conveyance in lieu of condemnation, including, without limitation, insurance proceeds or condemnation or public improvement proceeding awards or compensation which Trustor now has or may hereafter acquire with respect to the Property or any improvements now or hereafter erected or placed thereon or any part thereof.

All of the foregoing, whether now owned or hereafter acquired, shall be deemed to be and shall remain a part of the Property encumbered by this Deed of Trust, and all of the foregoing, together with the Property, are hereinafter referred to collectively as the "Premises."

TO HAVE AND TO HOLD the Premises unto the Trustee, its successors and assigns forever.

FOR THE PURPOSE OF SECURING, in such order of priority as Beneficiary, in its absolute discretion, may determine (collectively the "Indebtedness"):

(i) Payment of an indebtedness in the principal sum of Six Hundred Fifty-Seven Thousand Five Hundred Dollars (\$657,500.00) evidenced by a Secured Promissory Note of even date herewith ("Note") executed by Trustor and payable to Beneficiary or order, and any and all modifications, amendments, extensions, renewals or replacements thereof (whether evidenced by the Note or otherwise); together with the payment of interest, extension and other fees, late charges, attorneys' fees and all other sums (with interest as therein provided) according to the terms of the Note, and any and all modifications, extensions, renewals or replacements thereof; and

(ii) Due, prompt and complete payment, observance, performance and discharge of each and every condition, obligation, covenant and agreement contained in this Deed of Trust and the Note, or in any document or instrument supplementing, modifying, amending or replacing same.

(iii) Payment of such additional sums (with interest thereon) as may hereafter be borrowed from or advanced by Beneficiary, or its successors or assigns, by Trustor or the then record owner of the Property and evidenced by one or more promissory notes, security agreements or other documents, and discharge and performance of such other obligations and guaranties of Trustor or the then record owner, which documents or obligations by their terms are secured by this Deed of Trust, and all modifications, amendments, extensions and renewals thereof.

**TO PROTECT AND MAINTAIN THE SECURITY OF THIS DEED OF TRUST,
TRUSTOR AGREES:**

1. Payment of Note. Trustor will pay the principal and interest and other sums coming due with respect to the Note or this Deed of Trust at the time and place in the manner specified in and according to the terms thereof.

2. General Representations, Covenants and Warranties. The Trustor covenants, represents and warrants that:

2.1. Enforceability. This Deed of Trust, the Note and all other documents and instruments evidencing or securing the Indebtedness or otherwise executed in connection therewith (including, without limitation, all guaranties) are valid and binding obligations enforceable in accordance with their respective terms, subject to applicable law, and the execution and delivery thereof do not contravene any contract or agreement to which Trustor is a party or by which Trustor or any of its respective properties may be bound and do not contravene any law, order, decree, rule or regulation to which Trustor is subject.

2.2. Actions and Proceedings. There are no actions, suits or proceedings pending, or to the knowledge of Trustor threatened, against or affecting Trustor or the Premises.;

2.3. Other Agreement. To the best of Trustor's knowledge, Trustor is not in material

default under the terms of any instrument evidencing or securing any indebtedness of Trustor, and there has occurred no event which would, if uncured or uncorrected, constitute a default under any such instrument with the giving of notice, passage of time, or both;

2.4. Compliance with Law (Improvements). The improvements on the Premises as and when constructed and the use and occupancy thereof will comply with all applicable federal, state and local laws, ordinances, rules, codes, regulations and restrictions including, without limitation, building, zoning, platting, land use and environmental laws, ordinances and regulations, and all necessary governmental permits and approvals with respect to the use and occupancy of the Premises have been obtained (or will be obtained as and when improvements are constructed), including, without limitation, a certificate of occupancy. Upon request, Trustor shall deliver to Beneficiary copies of all renewals of such permits, licenses, and approvals thirty (30) days prior to the expiration thereof; and

2.5. Statement of Indebtedness. Trustor shall furnish within five (5) working days after Beneficiary's reasonable request, a duly acknowledged written statement setting forth all amounts due on the Indebtedness secured by this Deed of Trust and stating whether any offsets or defenses exist, and containing such other matters as Beneficiary may reasonably require.

3. Environmental Matters.

3.1. Definitions. As used in this Section 3, the following terms shall have the following definitions:

3.1.1. "Environmental Laws" means all present and future laws (whether common law, statute, rule, regulation or otherwise), permits, and other requirements of governmental authorities relating to the environment or to any Hazardous Material or Hazardous Material Activity, including, without limitation, Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq.); the Hazardous Materials Transportation Act; Nevada Hazardous Materials Statute (NRS Chapter 459); the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.); the Toxic Substance Control Act; the Clean Air Act; Safe Drinking Water Act, the Federal Water Pollution Control Act; the Hazardous Substance Control Act; the Hazardous Substance Act; the Occupational Health and Safety Act; any so-called "Super-Fund" or "Super-Lien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as of now or at any time hereafter in effect.

3.1.2. "Hazardous Material" means, at any time, (i) any substance that is then defined or listed in, or otherwise classified pursuant to, any applicable laws or regulations as a "hazardous substance," "hazardous material," or "hazardous waste," or (ii) "infectious waste," "toxic substance," "toxic pollutant," "regulated material" or any other formulation intended to define, list, or classify substances by reason of deleterious properties.

3.1.3. "Hazardous Material Activity" means any actual, proposed or threatened storage, holding, existence, release, emission, discharge, generation, processing, abatement, removal, disposition, handling or transportation of any Hazardous Material from, under, into or on the Property or surrounding property after the date hereof, including, without limitation, any "Release" as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq.).

3.1.4. "Indemnitor" means the Trustor.

3.1.5. "Indemnitee" means the Beneficiary and its successors, assigns and participants, and its and their respective parent, subsidiary and affiliated corporations, and its and their directors, officers, agents, attorneys, and employees.

3.1.6. "Losses" means any and all losses, liabilities, damages, demands, claims, actions, judgments, causes of action, assessments, penalties, costs and expenses (including, without limitation, the fees and disbursements of outside legal counsel and accountants and the charges of in-house legal counsel and accountants, including on appeal and in any bankruptcy case or proceeding), and all consequential damages.

3.1.7. "Transfer Date" means the earlier of (a) the time of foreclosure of this Deed of Trust; (b) the time of acceptance by the Beneficiary of a deed in lieu of foreclosure of this Deed of Trust; and (c) the time of full reconveyance of this Deed of Trust.

3.2. Representations and Warranties of the Trustor. To the best of Trustor's knowledge, the Trustor represents and warrants to the Beneficiary that: (a) the Trustor is in compliance in all material respects with all applicable Environmental Laws relating to the Property and the use and intended use of the Property, and the Trustor has not engaged in any Hazardous Material Activity, nor has any Hazardous Material Activity otherwise occurred, in violation of any applicable Environmental Laws; (b) no investigations, inquiries, orders, hearings, actions or other proceedings by or before any governmental agency are pending or, threatened in connection with any Hazardous Material Activity or alleged Hazardous Material Activity; (c) the Trustor has no liability, absolute or contingent, in connection with any Hazardous Material Activity; (d) the use of the Property for its intended purpose will not result in any Hazardous Material Activity in violation of any applicable Environmental Laws; (e) no portion of the Property is located within 2,000 feet of a significant disposal of Hazardous Material; and (f) the Trustor has not engaged in any Hazardous Material Activity and, no Hazardous Material Activity has otherwise occurred, and no notice, order, directive, complaint or other communication, written or oral, has been made or issued by any governmental agency or other person alleging the occurrence of any Hazardous Material Activity in violation of any Environmental Laws.

3.3. Covenants of the Trustor. The Trustor shall at all times from the date hereof until the Transfer Date, at its sole expense: (a) comply in all material respects with all applicable Environmental Laws relating to the Property and the use of the Property, and not engage in or otherwise permit the occurrence of any Hazardous Material Activity in violation of any applicable

Environmental Laws, provided that nothing contained in this Section 3.3 shall prevent the Trustor from contesting, in good faith and by appropriate proceedings, any such Environmental Laws or the interpretation or application of such Environmental Laws; and (b) deliver to the Trustee and the Beneficiary, promptly following the occurrence of any such event, notice of the discovery by the Trustor of any event the occurrence of which would render any representation contained in this Indemnity incorrect in any respect if made at the time of such discovery.

Trustor shall not take any remedial action in response to the presence of any Hazardous Materials on, under, in or about the Property, or enter into any settlement agreement, consent decree or other compromise in respect to any environmental complaint, which remedial action, settlement, consent or compromise might, in Beneficiary's reasonable judgment, impair the value of Beneficiary's security hereunder; provided, however, that Beneficiary's prior consent shall not be necessary in the event that the presence of Hazardous Materials on, under, in or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not possible to obtain Beneficiary's consent before taking such action, provided that in such event Trustor shall notify Beneficiary as soon as practicable of any action so taken. Beneficiary agrees not to withhold its consent, where such consent is required hereunder, if either (1) a particular remedial action is ordered by a court of competent jurisdiction, or (2) Trustor establishes to the reasonable satisfaction of Beneficiary that no reasonable alternative to such remedial action exists that would result in less impairment of Beneficiary's security hereunder.

Without limitation of Beneficiary's rights under this Deed of Trust, Beneficiary shall have the right, after prior reasonable notice to Trustor, but not the obligation, to enter onto the Property or to take such other actions as it deems necessary or advisable to cleanup, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Material or environmental complaint upon its receipt of any notice from any person or entity asserting the existence of any Hazardous Material or an environmental complaint on or pertaining to the Property that, if true, could result in an order, suit or other action against Trustor affecting any part of the Property by any governmental agency or otherwise that, in the reasonable opinion of Beneficiary, could jeopardize its security under this Deed of Trust. All costs and expenses incurred by Beneficiary in the exercise of any such rights, including the fees of consultants and attorneys, shall be secured by this Deed of Trust and shall be payable by Trustor upon demand together with interest thereon at a rate equal to the default rate under the Note. No rights or remedies granted to Beneficiary under this Deed of Trust with respect to Hazardous Materials or environmental complaints, or any action or inaction of Beneficiary or Trustee in connection therewith, shall be deemed, construed or interpreted as, or infer, participation by Beneficiary in the management or operation of the Trustor or of the Property. Such rights and remedies are granted in the ordinary course of business merely to protect Beneficiary's security interest in the Property.

3.4. Indemnity. Except to the extent caused by the negligence or willful misconduct of Beneficiary or resulting from the presence of Hazardous Materials or Hazardous Material Activity which occurred prior to the date Trustor acquired title to the Property. The Indemnitor

shall indemnify, defend and save and hold harmless each Indemnitee from and against, and shall immediately pay upon demand, any and all Losses suffered or incurred by any Indemnitee as a result of (a) the occurrence, prior to the Transfer Date, of any Hazardous Material Activity or any failure of the Trustor or any other person to comply with all applicable Environmental Laws relating to the Property or the use of the Property; (b) the occurrence, on or after the Transfer Date, of any Hazardous Material Activity which has resulted directly or indirectly from any Hazardous Material Activity occurring prior to the Transfer Date; (c) any investigation, inquiry, order, hearing, action, or other proceeding by or before any governmental agency in connection with any Hazardous Material Activity occurring or allegedly occurring prior to the Transfer Date or any Hazardous Material Activity occurring or allegedly occurring on or after the Transfer Date which has resulted or is alleged to have resulted directly or indirectly from any Hazardous Material Activity occurring prior to the Transfer Date; (d) any failure of any representation of the Trustor set forth herein to be correct in all respects as of the date of this Indemnity; (e) any failure of the Trustor to perform any covenant set forth herein; or (f) any claim, demand or cause of action, or any action or other proceeding, whether meritorious or not, brought or asserted against any Indemnitee which directly or indirectly relates to, arises from or is based on any of the matters described in clauses (a) through (e) of this Section 3.4, or any allegation of any such matters.

4. Maintenance Of Premises. Trustor shall:

4.1. Maintenance. Maintain and keep the Premises in good condition and repair and shall not commit or permit waste of the whole or part or any material item consisting of a part of the Premises. Trustor shall also keep the Premises free of rubbish and unsightly and unhealthful conditions;

4.2. Compliance with Laws. Not commit, suffer or permit any act upon the Premises in violation of any laws, ordinances, governmental rules and regulations, easements, agreements, covenants, conditions and restrictions affecting the Premises or use of the Premises, and promptly comply with all such laws and other restrictions requiring alterations or improvements to the Premises.

4.3. Further Acts. Perform in a timely and proper manner any and all other acts which from the character or use of the Premises is reasonably necessary to protect and preserve the security of this Deed of Trust. Trustor will, at its own cost without expense to Trustee or Beneficiary execute, acknowledge and deliver all and every such further act, deed, conveyance, mortgage, assignment, notice of assignment, transfer and assurance as Trustee or Beneficiary shall from time to time reasonably require for the better assuring, conveying, assigning, transferring and confirming unto Trustee and Beneficiary the property and rights hereby conveyed or assigned or intended now or thereafter so to be, or which Trustor may be or hereafter become bound to convey or assign to Beneficiary for the intention of facilitating the performance of the terms of this Deed of Trust or for the filing, registering, perfecting or recording of this Deed of Trust and any other documents, certificates, agreements or instruments required herein and, on demand, Trustor will execute, deliver and file or record one or more financing statements, chattel

mortgages or comparable security instruments more effectively evidencing the lien upon the reasonable request of Beneficiary. Such security instruments shall not encumber any livestock, growing or harvested crops or any equipment of Trustor.

4.4. Change Applications. Not apply to governmental agencies to change the point of diversion, place or manner of use of any water right appurtenant to the Property.

5. Payment of Taxes, Assessments, Insurance Premiums and Charges. Trustor shall pay, prior to delinquency, all taxes, assessments, charges and levies imposed by any governmental agency which are or may become a lien affecting the Premises or any part thereof, including without limitation assessments on any appurtenant water rights; except that Trustor shall not be required to pay and discharge any tax, assessment, charge or levy that is being actively contested in good faith by appropriate proceedings, as long as Trustor has established and maintains reserves adequate to pay any liabilities contested pursuant to this Section 5 in accordance with generally accepted accounting principles and, by reason of nonpayment, none of the Premises covered by the lien or security interest of Beneficiary is in danger of being subordinated, lost or forfeited.

6. Condemnation. The Trustor, immediately upon obtaining knowledge of the institution of any proceeding for the condemnation of the Premises or any portion thereof, shall notify Beneficiary of the pendency thereof. The Trustor hereby assigns, transfers and sets over unto the Beneficiary all compensation, rights of action and the entire proceeds of any award, up to the maximum amount of all amounts then due and payable under the Note, including, without limitation, all interest, costs, expenses and advances, and any claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation or by sale in lieu thereof. Beneficiary may, at its option, commence, appear in and prosecute, in its own name, any action or proceeding, or make any compromise or settlement, in connection with such condemnation, taking under the power of eminent domain or sale in lieu thereof. The Beneficiary may elect, in its sole discretion and notwithstanding the fact that the security given hereby may not be impaired by a partial condemnation, to apply any part or all of the proceeds of the award, in such order as Beneficiary may determine, upon or in reduction of the indebtedness secured hereby whether due or not. Any application of all or a portion of the proceeds of any such award to the indebtedness shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. Trustor agrees to execute such further assignments of any compensation, award, damages, right of action and proceeds as Beneficiary may require.

7. Litigation, Etc. Trustor shall promptly give written notice to Beneficiary of, and appear in and defend, at its sole cost and expense, any action or proceeding affecting or purporting to affect Beneficiary's interest in the Premises, the security of this Deed of Trust, or the rights and powers of Beneficiary and Trustee hereunder. Beneficiary and Trustee shall have the right to appear in and participate in all such proceedings at Trustor's expense.

8. Performance Of Obligations By Beneficiary or Trustee. Should Trustor fail to make any

payment, perform any obligation or do any act set forth in or secured by this Deed of Trust, Beneficiary or Trustee may (at the request of Beneficiary), but without obligation to do so, and without releasing Trustor from making such future payments, performing such future obligations or doing such future acts, make such payment, perform such obligation or do such act in such manner and to such extent as Beneficiary or Trustee may deem necessary to protect the security of this Deed of Trust. Without limiting the foregoing, Beneficiary or Trustee may pay, purchase, contest or compromise any encumbrance, charge, lien, claim or debt which, in the sole judgment of Beneficiary or Trustee, appears to be prior or superior to this Deed of Trust or which may affect or appear to affect the security of this Deed of Trust, the interests of Beneficiary, or the rights, powers and duties of Trustee or Beneficiary hereunder. Beneficiary, Trustee, and their agents, representatives and workers are authorized with forty-eight hours notice to enter the Premises or any part thereof at any time for the purpose of inspecting same, and for the purpose of performing any act authorized under this Deed of Trust.

9. Payment Of Costs And Expenses. Trustor shall immediately reimburse Beneficiary and Trustee for all costs and expenses which Beneficiary and Trustee may incur by reason of, or arising out of, or in connection with: (a) any Event of Default; (b) any action or proceeding, including, without limitation, any bankruptcy case or proceeding, in which Beneficiary or Trustee may appear in or commence to protect, preserve, exercise or enforce their rights, remedies or security interests under this Deed of Trust, or under any document or instrument evidencing the Indebtedness secured by this Deed of Trust, or which otherwise relates to the Premises, including all appeals therefrom; (c) the performance of any act authorized or permitted hereunder; and (d) the exercise of any other rights or remedies under this Deed of Trust, or under any document or instrument evidencing the Indebtedness secured by this Deed of Trust, or otherwise relating to the protection of Beneficiary's or Trustee's rights and interest hereunder or under any document or instrument evidencing the Indebtedness secured hereby, whether or not a suit or proceeding is instituted. Such costs and expenses shall include, without limitation, the fees, charges and expenses of attorneys, (including attorneys' fees incurred in connection with (i) relief from stay and similar proceedings, (ii) any appeals and (iii) the enforcement of any judgment) engineers, accountants, appraisers, environmental and geological consultants and engineers, expert witnesses, consultants and other professional assistants and advisors, costs and expenses of searching records, examining title and determining rights in, title to, or the value of, the Premises or the boundaries thereof, including title company charges, title insurance premiums, survey costs, publication costs, and other charges incident thereto, all whether or not a suit or proceeding is instituted. Trustor agrees to and shall pay, immediately and without demand, all sums so expended by Beneficiary or Trustee, together with interest from the date of expenditure, at the highest interest rate then payable under the documents and instruments evidencing the Indebtedness, all of which sums plus interest shall constitute additional indebtedness secured by this Deed of Trust.

10. Transfer Or Further Encumbrance Of The Premises. In the event of any sale, conveyance, transfer, lease (except leases entered into in the ordinary course of business of Trustor or leases otherwise approved by Beneficiary), or disposition of the Premises, or any interest in or any part of the Property, without the prior written consent of Beneficiary then, at Beneficiary's option,

Beneficiary may declare the outstanding principal amount of the Indebtedness and the interest accrued thereon, and all other sums secured hereby, to be due and payable immediately, and upon such declaration, such principal and interest and other sums shall immediately become and be due and payable without demand or notice. Beneficiary's consent shall be within its sole and absolute discretion, and Beneficiary specifically reserves the right to condition its consent upon (by way of illustration but not of limitation) its approval of the financial or management ability of the purchaser, transferee or lessee, upon an agreement to escalate the interest payable on the Indebtedness to current market interest rates, upon the assumption of the obligations and liabilities of the Indebtedness and this Deed of Trust by the purchaser, transferee or lessee, upon the receipt of guaranties of the Indebtedness satisfactory to Beneficiary or upon payment to Beneficiary of a reasonable assumption fee and upon there existing no Event of Default under this Deed of Trust (and there existing no event or occurrence which would with the giving of notice or the passage of time, or both, constitute such an Event of Default). Any purchaser, transferee or lessee shall be deemed to have assumed and agreed to pay the Indebtedness and perform any other obligation secured by this Deed of Trust and to have assumed and agreed to be bound by the terms and conditions of this Deed of Trust including the terms of this paragraph, unless Beneficiary specifically agrees in writing to the contrary. Trustor agrees that in the event the ownership of Trustor or any part thereof becomes vested in a person other than Trustor, Beneficiary may, without notice to Trustor, deal in any way with such successor or successors in interest with reference to this Deed of Trust and the Indebtedness hereby secured without in any way vitiating or discharging Trustor's liability hereunder or under the documents and instruments evidencing the Indebtedness secured hereby. No transfer or encumbrance of the Premises or any interest herein and no forbearance or assumption by any person with respect to this Deed of Trust and no extension to any person of the time for payment of the Indebtedness hereby secured given by Beneficiary shall operate to release, discharge, modify, change or affect the liability of Trustor, either in whole or in part, unless Beneficiary specifically agrees in writing to the contrary.

11. Acceptance of Late And Partial Payments. The acceptance by Beneficiary of the payment of any sum or the performance of any other obligation secured by this Deed of Trust after its due date shall not constitute a waiver of the right to require prompt payment or performance when due of all other and future sums and obligations so secured, or to declare an Event of Default for any failure to so pay or perform, or to proceed with foreclosure or sale for any other Event of Default then existing. The acceptance by Beneficiary of the payment of a portion of any sum, or the partial performance of any other obligation, secured by this Deed of Trust at such time that the same is due and/or payable in its entirety shall neither cure nor excuse the Event of Default caused by failure to pay the whole of such installment or otherwise fully perform such obligation, or affect any notice of default recorded prior to such acceptance, unless such notice of default is expressly revoked in writing by Beneficiary. Such acceptance shall not constitute a waiver of Beneficiary's rights to require full payment or performance when due of all other and future sums or other obligations so secured.

12. Cumulative Remedies; Additional Security. No remedy herein conferred upon or reserved to the parties to this Deed of Trust is intended to be exclusive of any other remedy provided

herein, in the Note or by law. Each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission of Trustee or Beneficiary in the exercising of any right or power accruing upon any Event of Default shall impair such right or power or any other right or power, nor shall such delay or omission be construed or deemed to be a waiver of any Event of Default or any acquiescence therein. If Beneficiary at any time holds additional security for the Indebtedness secured by this Deed of Trust, Beneficiary, at its sole election and without limiting or affecting any of its rights or remedies hereunder, may exercise any of the rights and remedies to which Beneficiary may be entitled hereunder, either before, following or concurrently with whatever rights or remedies Beneficiary may have in connection with such other security, and in such order and in such manner as Beneficiary may deem necessary or advisable, without waiving any rights or remedies with respect to any other security hereunder.

In the event of any inconsistency between the terms and provisions of this Deed of Trust and the instruments and documents evidencing the Indebtedness secured hereby, such document or instrument granting to Beneficiary the greatest rights and remedies shall prevail.

13. Non-Foreign Certification. Section 1445 of the Internal Revenue Code of 1986, as amended (the "IRC"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by Trustor, the undersigned hereby certify the following on behalf of Trustor:

13.1. Trustor is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the IRC and the regulations promulgated thereunder);

13.2. Trustor's social security numbers are:

Name

Number

Bingo G. Wesner
Karen T. Wesner
Bing George Wesner

 *Bingo*
KTC
BG

13.3. Trustor's address is 280 Old Emigrant Road, Lovelock, Nevada 89419.

Trustor understands that this certification may be disclosed to the Internal Revenue Service and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, Trustor declares that Trustor has examined the foregoing certification and, to the best of its knowledge and belief, it is true, correct, and complete, and Trustor further declares that it has authority to execute this document.

14. Absolute Assignment Of Rents And Leases. Trustor absolutely and unconditionally assigns, transfers and sets over to Beneficiary all right, title, and interest in and to all rents, royalties, issues, profits, revenue, income, license and concession revenue and other benefits of the Premises at any time arising from the use and enjoyment of all or any portion thereof, and all right, title and interest under or by virtue of any and all leases, subleases, subtenancies, occupancy agreements, licenses or concessions relating to or affecting the Premises now existing or hereafter executed, together with all extensions, renewals, modifications or replacements thereof, and any and all guaranties of the lessee's obligations under any provisions thereof and under any and all extensions and renewals thereof (any such lease or leases being hereinafter referred to individually and collectively as the "Leases"). With respect to the foregoing:

14.1. Beneficiary grants to Trustor a license to collect, subject to the provisions herein, such rents, royalties, issues, profits, revenue, income and other benefits accruing by virtue of the Leases or otherwise from the Premises ("Rents and Profits") as they respectively become due, but not more than thirty (30) days in advance, and to enforce the agreements of the Leases, so long as there is no Event of Default;

14.2. This absolute and present assignment shall be fully operative without any further action on the part of Trustor or Beneficiary and, specifically, Beneficiary shall be entitled, at its sole option, to all Rents and Profits whether or not Beneficiary takes possession of the Premises. Upon any Event of Default, Beneficiary may, in its absolute discretion, at any time and without notice (either in person, by agent or representative, or by a receiver appointed by a court) and without regard to the adequacy of any security for the Indebtedness secured by this Deed of Trust: (i) enter upon and take possession of the Premises or any part thereof, in its own name or in the name of Trustor (provided, however, such entering upon and taking possession of the Premises shall not be a condition precedent or limitation of Beneficiary's right to collect the Rents and Profits); (ii) sue for or otherwise collect the Rents and Profits (including those past due and unpaid) and apply such Rents and Profits, less costs and expenses of collection, including, without limitation, attorneys' fees and expenses, and costs of upkeep, maintenance, repair and operation of the Premises, to the payment of the Indebtedness secured under this Deed of Trust in such order and in proportions as Beneficiary in its absolute discretion may determine; (iii) take all steps which may be desirable in Beneficiary's judgment to complete any unfinished construction, and to operate, sell and manage the Premises; and (iv) perform such other reasonable acts or repairs or protections as may be reasonably necessary or proper in Beneficiary's sole judgment to conserve the value thereof. The entering upon and taking of possession of the Premises and/or the collection and application of the Rents and Profits shall not cure or waive any Event of Default or notice of default hereunder or invalidate any act done pursuant to such notice;

14.3. Notwithstanding the right to collect the Rents and Profits, Trustor agrees that Beneficiary, and not Trustor, shall be and be deemed to be the creditor of each tenant with respect to assignments for the benefit of creditors and bankruptcy, arrangement, reorganization, insolvency, dissolution or receivership proceedings affecting such tenant, but without obligation on the part of Beneficiary, however, to file or make timely filings of claims in such proceedings

or otherwise to pursue creditor's rights therein. Beneficiary in its sole and absolute discretion may apply any money received by Beneficiary as such creditor in reduction of the Indebtedness secured by this Deed of Trust, whether or not same is then due and payable;

14.4. Trustor irrevocably consents that the tenant(s) under the Leases, upon demand and notice from Beneficiary to such tenant(s) of an Event of Default, shall pay all Rents and Profits under the Leases to Beneficiary without liability of the tenant(s) for the determination of the actual existence of any Event of Default claimed by Beneficiary. Trustor hereby irrevocably authorizes and directs the tenant(s) , upon receipt of any notice of Beneficiary stating that an Event of Default exists, to pay to Beneficiary the Rents and Profits due and to become due under the Leases. Trustor agrees that the tenant(s) shall have the right to rely upon any such notices of Beneficiary and that tenant(s) shall pay such Rents and Profits to Beneficiary, without any obligation or without any right to inquire as to whether such Event of Default actually exists and notwithstanding any claim of or notice by Trustor to the contrary. Trustor shall have no claim against tenant(s) for any Rents and Profits paid by such tenant(s) to Beneficiary;

14.5. Beneficiary shall have the right to assign Trustor's right, title and interest in the Leases to any subsequent holder of this Deed of Trust and to any person acquiring title to any of the mortgaged Premises through foreclosure or otherwise. After Trustor shall have been barred and foreclosed of all right, title, interest, and equity of redemption in the leased premises, no assignee of Trustor's interest in the Leases shall be liable to account to Trustor for the Rents and Profits thereafter accruing;

14.6. Trustor agrees to indemnify and hold Beneficiary harmless from and against any and all liability, loss, or damage which Beneficiary may incur under the Leases or by reason of this assignment, and of and from any and all claims and demands whatsoever which may be asserted against Beneficiary by reason of any alleged obligation or undertaking to be performed or discharged by Beneficiary under the Leases, or this Deed of Trust. Nothing herein contained shall be construed to bind Beneficiary to the performance of any of the terms or provisions contained in the Leases, or otherwise to impose any obligation on Beneficiary whatsoever. Prior to actual entry and taking possession of the Premises by Beneficiary, this assignment shall not operate to make Beneficiary a "mortgagee-in-possession" or to place any responsibility for the control, care, management, or repair of the Premises upon Beneficiary. Should Beneficiary incur any liability by reason of actual entry and taking possession, or for any other reason or occurrence relating thereto , or sustain loss or damage under the Leases or under or by reason of this assignment or in the defense of any such claims or demands relating thereto, Trustor shall immediately upon demand reimburse Beneficiary for the amount thereof, together with all costs and expenses and reasonable attorneys' fees incurred by Beneficiary, all of the foregoing to bear interest until paid at the highest rate then payable under the documents and instruments evidencing the Indebtedness, and Beneficiary may retain possession and collect the Rents and Profits and, from time to time, apply them in or toward satisfaction of or reimbursement for said liability, loss or damage, without waiving any other rights and remedies hereunder;

14.7. Trustor shall duly perform and discharge each covenant, condition and obligation

of the lessor under the Leases, and agrees not to (i) enter into any Lease, (ii) cancel, terminate, modify or otherwise vary any provision of any residential Lease without Beneficiary's prior written reasonable consent (except following an event of default by tenant thereunder), or (iii) discount any Rents and Profits or collect any Rents and Profits for any period of more than twelve (12) months in advance. Trustor will give prompt written notice to Beneficiary of any default by any tenant(s) or by the lessor under the Leases known to Trustor, and shall furnish Beneficiary with complete copies of all notices in respect thereof given or received by Trustor. If requested by Beneficiary, Trustor will enforce the Leases and all remedies available to Trustor thereunder in the event of default and, in the event of default thereof by Trustor, Beneficiary may, at its sole option and without obligation so to do, and without waiving any Event of Default in respect thereof, enforce the same at Trustor's expense;

14.8. The Leases shall remain in full force and effect irrespective of any merger of the interest of the lessor and any tenant thereunder. Trustor shall, at the request of Beneficiary, execute such further assignments to Beneficiary of all Leases, and Rents and Profits, as Beneficiary shall reasonably require; and

14.9. The absolute assignment of leases and rents in favor of Beneficiary set forth in this paragraph 14 is separate from, and senior in priority to, the security interest granted in this Deed of Trust to Trustee in such leases and rents.

15. Trustee.

15.1. Acceptance of Trust, Notice of Indemnification. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, becomes a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall not be obligated to perform any act of it hereunder unless the performance of such act is requested in writing in the manner required by law and Trustee is reasonably indemnified against loss, cost, liability and expense.

15.2. Substitution of Trustee. From time to time with or without cause for whatever reason, by a writing signed and acknowledged by Beneficiary and filed for record in the office of the Recorder of the County in which the Premises is situated, Beneficiary may appoint another trustee to act in the place and stead of Trustee or any successor and such writing shall refer to this Deed of Trust and set forth the date, book and page of its recordation. The recordation of such instrument of substitution shall discharge trustee herein named and shall appoint the new trustee as the Trustee hereunder with the same effect as if originally named Trustee herein. A writing recorded pursuant to this paragraph shall be conclusive proof of the proper substitution of such new trustee.

15.3. Trustee's Powers. At any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of the Note secured hereby, and without affecting the personal liability of any person for payment of the indebtedness secured

hereby or the effect of this Deed of Trust upon the remainder of said Premises, Trustee may (i) reconvey any part of said Premises, (ii) consent in writing to the making of any map or plat thereof, (iii) join in granting any easement thereon, or (iv) join in any extension agreement or any agreement subordinating the lien or charge hereof.

15.4. Reconveyance of Trust. Upon written request of Beneficiary stating that all sums secured hereby have been paid and upon surrender to Trustee of this Deed of Trust and the Note or notes secured hereby for cancellation and retention and payment of its fees, Trustee shall reconvey, without warranty, the Premises then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

15.5. Indemnification of Trustee. Trustee may rely on any document believed by him in good faith to be genuine. All money received by Trustee shall, until used or applied as herein provided, be held in trust, but need not be segregated (except to the extent required by law), and Trustee shall not be liable for interest thereon. Trustor shall indemnify Trustee against all liability and expenses which he may incur in the performance of his duties hereunder, except for its own negligence.

16. Events of Default. The occurrence of any of the following events shall be an Event of Default: (a) default in the payment of the Indebtedness and or performance of any obligations, covenants or conditions secured hereby; (b) default in the performance or observance of any covenant, obligation, term or condition contained herein or in the Note; (c) Trustor has made any material misrepresentation or failed to disclose any material fact, in those certain financial and other written representations and disclosures made by Trustor in order to induce Beneficiary to enter into the transaction evidenced by the Note or notes or agreements which this Deed of Trust secures; or (d) a default in the payment of any amount due under or in the performance of any obligations, covenants or conditions of any note and deed of trust to which this Deed of Trust is made wholly or partially subordinate; or (e) a default in the payment of any amount due under or in the performance of any obligations, covenants or conditions of any note and deed of trust, or other security instrument, which is wholly or partially subordinate or junior to this deed of trust.

17. Remedies.

Upon the occurrence of any Event of Default, Trustee and Beneficiary shall have the following rights and remedies:

17.1. Acceleration of Maturity. Beneficiary may declare the entire principal of the Note then outstanding (if not then due and payable thereunder) and all other obligations of Trustor hereunder, to be due and payable immediately, and, subject to applicable provisions of law, upon any such declaration the principal of the Note and accrued and unpaid interest, and all other amounts to be paid under the Note or this Deed of Trust shall become and be immediately due and payable, anything in the Note or in this Deed of Trust to the contrary notwithstanding.

17.2. Operation of Premises. Beneficiary, in person or by agent may, without any obligation so to do, and without notice or demand upon Trustor and without releasing Trustor from any obligation hereunder; (i) make any payment or do any act which Trustor has failed to make or do; (ii) enter upon, take possession of, manage and operate the Premises or any part thereof; (iii) make or enforce, or if the same be subject to modification or cancellation, modify or cancel leases upon such terms or conditions as Beneficiary deems proper; (iv) obtain and evict tenants, and fix or modify rents, make repairs and alterations and do any acts which Beneficiary deems proper to protect the security hereof; and (v) with or without taking possession, in its own name or in the name of Trustor, use for or otherwise collect and receive the Rents and Profits and all other benefits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

17.3. Judicial Remedies. Beneficiary may bring an action in any court of competent jurisdiction to foreclose this Deed of Trust or to enforce any of the covenants and agreements hereof and to take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Note or this Deed of Trust, or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as the Beneficiary shall elect.

17.4. Maintenance of Premises. Beneficiary may have a receiver appointed by a court of competent jurisdiction for the purpose of collecting rents and managing the Premises, and Trustor hereby consents in advance to such appointment. The Trustee or Beneficiary personally, or by its agents or attorneys, or by the receiver appointed by the court, may enter into and upon all or any part of the Premises, and each and every part thereof, and may exclude the Trustor, its agents and servants wholly therefrom, and having and holding the same, may use, operate, manage and control the Premises and conduct the business thereof, either personally or by its superintendents, managers, agents, servants, attorneys or receivers. Upon every such entry, any party occupying the Premises in accordance with this Article 19.4, at the expense of the Premises or Trustor, may from time to time maintain and restore the Premises or any part thereof either by purchase, repair or construction, and in the course of such purchase, repair or construction may make such changes in the Improvements as it may deem desirable and may insure the same. Likewise, from time to time, at the expense of the Premises, the Trustee or Beneficiary or any such party may make all necessary or proper repairs, renewals and replacements of any personal property security and such useful alterations, betterments and improvements thereto and thereon as to it may seem advisable. In every such case the Trustee or Beneficiary or any such party shall have the right to manage and operate the Premises and to carry on the business thereof and exercise all rights and powers of the Trustor with respect thereto either in the name of the Trustor or otherwise, as it shall deem best, and shall be entitled to collect and receive the Rents and Profits of the Premises and every part thereof and after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for taxes, assessments, insurance and prior or other proper charges upon the Premises or any part thereof, as well as just and

reasonable compensation for the agents, clerks, servants and other employees by it properly engaged and employed, the Beneficiary shall apply the monies arising as aforesaid, in the order as is set forth in the Note.

17.5. **Foreclosure.** All rights, powers and privileges granted to or conferred upon a beneficiary and trustee under a deed of trust in accordance with the laws of the State of Nevada are hereby adopted and incorporated into this Deed of Trust by this reference and in accordance with such rights, powers and privileges:

17.5.1. The Trustee may, and upon the written request of Beneficiary shall, with or without entry, personally or by its agents or attorneys insofar as applicable pursuant to and in accordance with the laws of Nevada:

(i) cause any or all of the Premises to be sold under the power of sale granted by this Deed of Trust in any manner permitted by applicable law. For any sale under the power of sale granted by this Deed of Trust, Trustee or Beneficiary must record and give all notices required by law and then, upon the expiration of such time as is required by law, may sell the Premises, and all estate, right, title, interest, claim and demand of Trustor therein, and all rights of redemption thereof, at one or more sales, as an entirety or in parcels, with such elements of real and/or personal property (and, to the extent permitted by applicable law, may elect to deem all of the Premises to be real property for purposes thereof), and at such time or place and upon such terms as Trustee and Beneficiary may determine and shall execute and deliver to the purchaser or purchasers thereof a deed or deeds conveying the property sold, but without any covenant or warranty, express or implied, and the recitals in the deed or deeds of any facts affecting the regularity or validity of a sale will be conclusive against all persons. In the event of a sale, by foreclosure or otherwise, of less than all of the Premises, this Deed of Trust shall continue as a lien and security interest on the remaining portion of the Premises; or

(ii) institute proceedings for the complete or partial foreclosure of this Deed of Trust as a mortgage; and in this connection Trustor does hereby expressly waive to the extent permitted by law its right of redemption after a mortgage foreclosure sale; or

(iii) apply to any court of competent jurisdiction for the appointment of a receiver or receivers for the Premises and of all the earnings, revenues, rents, issues, profits and income thereof, which appointment is hereby consented to by Trustor; or

(iv) take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Note or in this Deed of Trust, or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as Beneficiary shall select.

17.5.2. The Trustee may adjourn from time to time any sale by it made under or by virtue of this Deed of Trust by announcement at the time and place appointed for

such sale or sales and, except as otherwise provided by any applicable provision of law, the Trustee without further notice or publication, may make such sale at the time and place to which the sale shall be so adjourned;

17.5.3. Upon the completion of any sale or sale made by the Trustee under or by virtue of this Section, the Trustee shall execute and deliver to the accepted purchaser or purchasers a good and sufficient instrument, or good and sufficient instruments, conveying, assigning and transferring all estate, right, title and interest in and to the property and rights sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof to the extent permitted by law. Any such sale or sales made under or by virtue of this Section whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, shall operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of the Trustor in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against the Trustor and against any and all persons claiming or who may claim the same, or any part thereof from through or under the Trustor.

17.5.4. In the event of any sale made under or by virtue of this Section whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and Sale, the entire principal of and interest on the Note, and all accrued interest on the Note, and all other sums required to be paid by the Trustor pursuant to the Note and this Deed of Trust shall be due and payable, anything in the Note or in this Deed of Trust to the contrary notwithstanding.

17.5.5. The purchase money proceeds or avails of any sale made under or by virtue of this Section, together with any other sums which then may be held by the Trustee or Beneficiary under this Deed of Trust whether under the provisions of this Section or otherwise, shall be applied as required by Section 40.462 of the Nevada Revised Statutes.

17.5.6. Upon any sale made under or by virtue of this Section, whether made under the power of sale herein granted or granted in accordance with the laws of the state in which the Property is located or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, the Beneficiary may bid for and acquire the Premises or any part thereof and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the indebtedness of the Trustor secured by this Deed of Trust the net sales price after deducting therefrom the expenses of the sale and the cost of the action and any other sums which the Beneficiary is authorized to deduct under this Deed of Trust. The Beneficiary upon so acquiring the Premises, or any part thereof shall be entitled to hold, lease, rent, operate, manage and sell the same in any manner provided by applicable laws.

17.6. Action by Beneficiary or Agent. Subject to and in accordance with applicable law, any of the actions referred to in this Article 17 may be taken by Beneficiary, either in person or by agent, with or without bringing any action or proceeding, or by receiver appointed by a court,

and any such action may also be taken irrespective of whether any notice of default or election to sell has been given hereunder and without regard to the adequacy of the security for the indebtedness hereby secured.

17.7. Waiver Of Marshalling, Etc. Notwithstanding anything herein to the contrary, Trustor will not: (i) at any time insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of any stay or extension or moratorium law, any exemption from execution or sale of the Premises or any part thereof, whenever or wherever enacted, which may affect the covenants and terms of performance of this Deed of Trust, (ii) claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein, or pursuant to the decree, judgment or order of any court of competent jurisdiction, or (iii) after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted to redeem the property so sold or any part thereof. Additionally, Trustor hereby expressly waives all benefit or advantage of any such law or laws. Trustor, for itself and all who may claim under it, waives, to the extent that it lawfully may, all right to have the Premises marshalled upon any foreclosure hereof. Beneficiary shall have the right to determine the order in which any or all portions of the Indebtedness is satisfied from the proceeds realized upon the exercise of the remedies provided herein. Trustor, any party who consents to this Deed of Trust and any party who now or hereafter acquires a lien or security interest in any of the Premises and who has actual or constructive notice hereof hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

17.8. Occupancy by Trustor. In the event of a trustee's sale hereunder, if at the time of such sale Trustor occupies the portion of the Premises so sold or any part thereof, Trustor shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either the tenant or any such purchaser, at a reasonable rental per day based upon the value of the portion of the Premises so occupied, such rental to be due and payable daily to the purchaser. An action of unlawful detainer shall lie if the tenant holds over after a demand in writing from the purchaser for possession of such Premises.

17.9. Non-Waiver of Default. The entering upon and taking possession of the Premises, the collection of any Rents or Profits or other benefits and the application thereof, as aforesaid, shall not cure or waive any default theretofore or thereafter occurring or affect any notice of default hereunder or invalidate any act done pursuant to such notice; and, notwithstanding continuance in possession of the Premises, or any part thereof by Beneficiary, Trustee or a receiver and the collection, receipt and application of Rents and Profits or other benefits, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust or by law upon or after the occurrence of a default, including the right to exercise the power of the sale.

17.10. Remedies Cumulative. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now

or hereafter existing at law or in equity or by statute. No delay or omission of Trustee or Beneficiary to exercise any right or power accruing upon any Event of Default shall impair any right or power or shall be construed to be a waiver of any Event of Default or any acquiescence therein; and every power and remedy given by this Deed of Trust to Trustee or Beneficiary may be exercised from time to time as often as may be deemed expedient by Trustee or Beneficiary. If there exists additional security for the performance of the obligations secured hereby, to the extent permitted by law, the holder of the Note, at its sole option, and without limiting or affecting any of the rights or remedies hereunder, may exercise any of the rights and remedies to which it may be entitled hereunder either concurrently with whatever rights it may have in connection with such other security or in such order as it may determine. Nothing in this Deed of Trust or in the Note shall affect the obligation of Trustor to pay the principal of, and interest on, the Note in the manner and at the time and place therein respectively expressed.

18. Miscellaneous Provisions.

18.1. This Deed of Trust inures to the benefit of and binds all parties hereto and their respective heirs, legatees, devisees, administrators, executors, successors, and assigns. The term "Beneficiary" as used herein shall mean the owner and holder, including pledgees and assignees, of the instruments and documents evidencing the Indebtedness secured hereby, whether or not named as Beneficiary herein.

18.2. The headings and captions of the paragraphs of this Deed of Trust are for reference purposes only and shall not be construed or deemed to define or limit any of the terms and provisions contained hereunder. Whenever in this Deed of Trust the content so requires, the gender used includes the masculine, feminine, and/or neuter and the number so used includes the singular and/or the plural. Trustor shall mean "and each of them."

18.3. The pleading of any statute of limitations as a defense to any and all Indebtedness secured by this Deed of Trust is hereby waived to the fullest extent permissible by law.

18.4. In the event of the passage, after the date of this Deed of Trust, of any law deducting from the value of real property, for tax purposes, any lien or charge thereon, or changing in any way the laws now existing for the taxation of deeds of trust or indebtedness secured by deeds of trust for federal, state or local purposes, or changing the manner of collection of any such taxes as to affect this Deed of Trust or the Indebtedness secured hereby, Trustor agrees to pay such tax arising from such new law; and if Trustor fails to do so or if it would be illegal for Trustor to do so, Beneficiary may, at its election and without demand or notice, declare the entire Indebtedness secured by this Deed of Trust (together with accrued interest thereon) immediately due and payable.

18.5. Trustor agrees to pay such charges required by Beneficiary for any statement regarding the Indebtedness secured hereby, in an amount not exceeding the maximum allowed by law at the time such statement is requested.

18.6. Trustor requests that a copy of any notice of default or any notice of sale hereunder be mailed to Trustor by certified mail at the address first referenced and set forth herein, or at such other address as Trustor may, from time to time, notify Trustee by certified United States mail.

18.7. The Note is incorporated herein by this reference and made a part hereof.

18.8. TRUSTOR WAIVES ANY RIGHT TO A TRIAL BY JURY FOR ANY CONTROVERSY ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION DESCRIBED THEREIN.

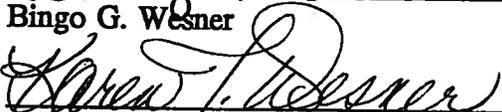
19. Partial Invalidity Of This Deed Of Trust. In the event any one or more of the provisions of this Deed of Trust or any other document evidencing Indebtedness secured hereby shall for any reason be held to be invalid, illegal and/or unenforceable in any respect, such invalidity, illegality and/or unenforceability shall not affect any other provision of this Deed of Trust or any such other document, and such other provisions shall remain binding and enforceable and shall continue in full force and effect. Any ambiguity in this Deed of Trust shall be construed in favor of the Beneficiary.

20. Application Of Nevada Law. This Deed of Trust is to be construed, enforced and governed according to and by the internal laws of Nevada.

IN WITNESS WHEREOF, this Deed of Trust is executed as of the date first hereinabove written.

TRUSTOR:


Bingo G. Wesner

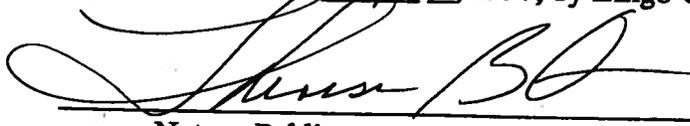

Karen T. Wesner


Bing George Wesner

STATE OF NEVADA)
COUNTY OF Prashing)

This instrument was acknowledged before me on 4/8, 1997, by Bingo G. Wesner.

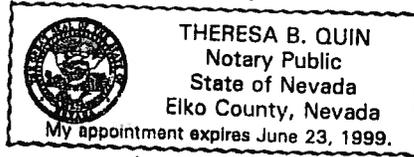
(Seal, if any)



Notary Public

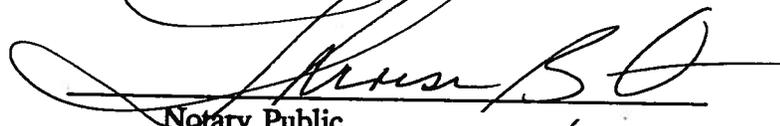
(My commission expires: 6/23/99)

STATE OF NEVADA)
COUNTY OF Prashing)



This instrument was acknowledged before me on 4/8, 1997, by Karen T. Wesner.

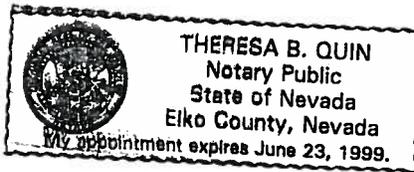
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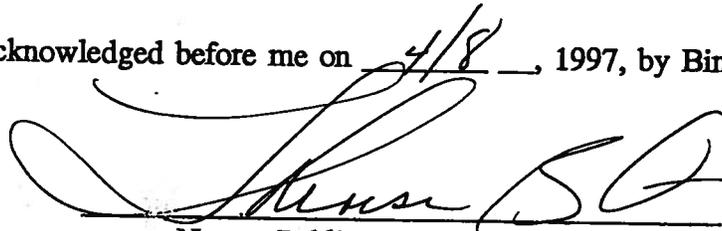
(My commission expires: 6/23/99)

STATE OF NEVADA)
COUNTY OF Prashing)



This instrument was acknowledged before me on 4/8, 1997, by Bing George Wesner.

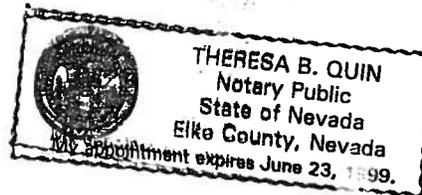
(Seal, if any)



Notary Public

(My commission expires: 6/23/99)

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DESCRIPTION

All that certain real property situate, lying and being in the County of Pershing, State of Nevada and more particularly described as follows:

Parcel 1

A parcel of land lying within Section 21, T.27N., R.31E., M.D.B.&M., and being more particularly described as follows:

Commencing at the S 1/4 corner of said Section 21, the true point of beginning; thence S 89° 18' E 322.85 feet along the south boundary of Section 21 to a point; thence N 0° 49' 46" W 1,366.10 feet to a point; thence S 89° 31' 22" E 2,249.91 feet to a point 30 feet westerly from the east boundary of Section 21; thence N 0° 00' 47" E 1,374.47 feet parallel to and 30 feet from the east boundary of Section 21 to a point; thence N 0° 00' 00" E 2,649.25 feet parallel to and 30 feet from the east boundary of Section 21 to a point 30 feet south of the north boundary of Section 21; thence N 89° 39' 02" W 3,152.56 feet parallel to and 30' from the north boundary of Section 21 to a point; thence S 0° 57' 02" E 3,014.35 feet to a point; thence S 41° 39' 51" W 605.57 feet to a point; thence S 6° 12' 12" E 548.88 feet to a point; thence S 89° 22' 28" E 795.82 feet to a point; thence S 33° 36' 57" W 42.35 feet to a point; thence S 11° 05' 57" W 294.63 feet to a point; thence S 08° 03' 58" E 271.09 feet to a point; thence S 45° 26' 08" W 93.23 feet to a point; thence S 18° 33' 15" W 144.46 feet to a point; thence S 10° 44' 05" E 76.71 feet to a point; thence S 09° 40' 29" W 496.55 feet to a point on the south boundary of Section 21; thence S 89° 00' 51" E 320.50 feet along the south boundary of Section 21 to the true point of beginning.

Said parcel is further described as Lot B of that certain Record of Survey/Boundary Line Adjustment for Virginia Hill recorded as Map File No. 207309 in the Official Records of the Pershing County Recorder.

Parcel 2
(Continued)

008/
P3 65



LEGAL DESCRIPTION (continued)

A parcel of land lying within Sections 29, 30, 31, and 32, T.27N., R.31E., M.D.B.&M. and being more particularly described as follows:

Commencing at the W 1/4 corner of Section 29; thence N 0°17'58" E 25.81 feet along the westerly boundary of Section 29 to a point on the southerly right-of-way line of the Dump Road; thence S 75°26'37" E 365.13 feet along the southerly right-of-way line of the Dump Road to the true point of beginning; thence continuing along said Dump Road S 75°26'37" E 199.80 feet, N 89°40'09" E 603.60 feet, N 89°11'32" E 945.96 feet and S 88°37'05" E 586.40 feet to the intersection with Lone Mountain Road; thence S 1°04'04" W 3,869.47 feet to a point; thence S 89°08'18" W 960.88 feet to a point; thence S 10°34'15" W 494.54 feet to a point; thence S 11°27'16" E 498.92 feet to a point; thence S 5°51'13" E 449.05 feet to a point; thence S 10°00'26" W 520.87 feet to a point; thence S 4°24'38" E 735.08 feet to a point; thence N 89°41'03" W 1,665.51 feet to a point on the east boundary of Section 31; thence S 0°04'37" E 1,389.31 feet along the east boundary of Section 31 to the SE corner of said Section 31; thence N 89°48'34" W 1,342.54 feet along the south boundary of Section 31 to a point; thence N 0°21'21" W 5,359.34 feet to a point on the north boundary of Section 31; thence N 89°49'08" E 20.90 feet along the north boundary of Section 31 to a point; thence N 0°10'06" E 1,169.28 feet to a point; thence N 41°15'44" E 121.98 feet to a point; thence N 47°38'45" E 866.75 feet to a point; thence N 51°46'55" E 1,244.51 feet to the true point of beginning.

Said parcel is further described as Parcel 2B of the certain Record of Survey/Boundary Line Adjustment for Virginia Hill recorded as Map File No. 207310 in the Official Records of the Pershing County Recorder.

Parcel 3

A parcel of land lying within Section 29, T.27N., R.31E., M.D.B.&M., and being more particularly described as follows:

Commencing at the W 1/4 corner of said Section 29; thence N 0°17'58" E 87.72 feet along the westerly boundary of Section 29 to a point on the northerly right-of-way line of the Dump Road; thence S 75°26'37" E 425.95 feet along the northerly right-of-way line of the Dump Road to a point; thence continuing along said Dump Road S 75°26'37" E 146.38 feet, N 89°40'09" E 595.51 feet, N 89°11'32" E 946.84 feet, and S 88°37'05" E 587.24 feet to the intersection with Lone Mountain Road; thence N 0°43'51" E 344.83 feet along the westerly right-of-way line of Lone Mountain Road to the true point of beginning; thence continuing along Lone Mountain Road N 0°43'51" E 419.32 feet to a point; thence N 89°15'34" W 419.32 feet to a point; thence S 0°43'51" W 419.32 feet to a point; thence S 89°15'34" E 419.32 feet to the true point of beginning.

Said parcel is further described as Amended Lot 1 of that certain Record of Survey/Boundary Line Adjustment for Virginia Hill recorded as Map File NO. 207310 in the Official Records of the Pershing County Recorder.

(Continued)



LEGAL DESCRIPTION (continued)

Parcel 4

All that certain lot, piece or parcel of land situate in Section 29, Township 27 North, Range 31 East, M.D.B.&M., Pershing County, State of Nevada, further described as follows:

Parcel 4 as set forth on the Parcel Map for VIRGINIA HILL, filed for record in the office of the County Recorder, Pershing County, State of Nevada on July 22, 1985, as File No. 143502.

Parcel 5

A parcel of land lying within the SW 1/4 of Section 22, T. 27N., R. 31E., M.D.B.&M., and being more particularly described as follows:

Commencing at the SW corner of said Section 22, marked by a 5/8" iron pin with a 2" metal cap marked RLS 5271 and set in the center of Sandhill Road thence S 89°41'10" E 30' to the true point of beginning; thence N 0°00'47" E 2748.74' parallel and 30' from the West boundary of Section 22 to a point on the East-West 1/4 section line from which the West 1/4 corner of Section 22 bears N 88°53'04" W 30.01'; thence S 88°53'04" E 2614.19' to the center of Section, said point marked by a 5/8" iron pin with a 2" cap marked RLS 4233, thence S 0°16'59" E 1425.88' to a point at a fence corner; thence S 68°14'28" W 279.74' along an existing fence line; thence S 77°43'45" W 187.73' along an existing fence line; thence N 88°09'13" W 211.63' along an existing fence line to a fence corner; thence S 10°49'01" W 644.12' along an existing fence line; then S 24°00'42" W 559.84' along an existing fence line to a fence corner, said point also being on the South boundary of Section 22; thence N 89°41'10" W 1617.92' along the South boundary of Section 22 and approximately 5'+ North of an existing fence line to the true point of beginning.

Initial Here BBW
1510
BBW

Exhibit A to Deed of Trust

Eastern Title Company, Inc.

Order No.: K1043TQ BOOK 316 PAGE 656

LEGAL DESCRIPTION (continued)

Parcel 4

All that certain lot, piece or parcel of land situate in Section 29, Township 27 North, Range 31 East, M.D.B.&M., Pershing County, State of Nevada, further described as follows:

Parcel 4 as set forth on the Parcel Map for VIRGINIA HILL, filed for record in the office of the County Recorder, Pershing County, State of Nevada on July 22, 1985, as File No. 143502.

Parcel 3

A parcel of land lying within the SW 1/4 of Section 22, T. 27N., R. 31E., M.D.B.&M., and being more particularly described as follows:

Commencing at the SW corner of said Section 22, marked by a 5/8" iron pin with a 2" metal cap marked RLS 5271 and set in the center of Sardhill Road thence S 89°41'10" E 30' to the true point of beginning; thence N 0°00'47" E 2748.74' parallel and 30' from the West boundary of Section 22 to a point on the East-West 1/4 section line from which the West 1/4 corner of Section 22 bears N 88°53'04" W 30.01'; thence S 88°53'04" E 2614.19' to the center of Section, said point marked by a 5/8" iron pin with a 2" cap marked RLS 4233, thence S 0°16'59" E 1425.88' to a point at a fence corner; thence S 68°14'28" W 279.74' along an existing fence line; thence S 77°43'45" W 187.73' along an existing fence line; thence N 88°09'23" W 211.63' along an existing fence line; then S 24°00'42" W 559.84' along an existing fence line to a fence corner, said point also being on the South boundary of Section 22; thence N 89°41'10" W 1617.92' along the South boundary of Section 22 and approximately 5' North of an existing fence line to the true point of beginning.

OFFICIAL RECORDS
PERSHING COUNTY, NEVADA
RECORDED BY
WESTERN TITLE
9/1 APR - 8 PM 2:45
ROLL 26 PAGE 631
COUNTY RECORDER 212825
PER 3200 FILE NO.

		APN	SCHEDULE		
95/96 Number	96/97 Number	96/97 Taxes		97/98 Number	
07-232-01	07-232-01	\$823.90		07-232-07	
07-111-12	07-111-58	\$15,847.56		07-111-65	
07-111-50	07-111-50	\$131.88		07-111-50	
07-111-35	07-111-35	\$1,235.94		07-111-63,	
				07-111-64	
		\$18,039.28			

