

DEED OF TRUST

1
2 THIS DEED OF TRUST, made this 7th day of
3 October, 1986, by and between JOSEPH M. ZIGICH, a single
4 man, as Trustor, and FRONTIER TITLE COMPANY, as Trustee, and
5 EDWARD B. ANDERSON, a single man, and JERRY LEE ANDERSON, a single
6 man, as joint tenants, as Beneficiary. (It is distinctly
7 understood that the words "Trustor" and "Beneficiary" and the word
8 "his" referring to the Trustor or Beneficiary, as herein used, are
9 intended to and do include the masculine, feminine and neuter
10 genders and the singular and plural numbers, as indicated by the
11 context.)

W I T N E S S E T H:

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

11 Lot 3 as shown on that certain Parcel Map of
12 Lot 2 of Parcel 1 for Jerry and Edward Anderson
13 filed in the Office of the County Recorder of
14 Eureka County, Nevada, as File No. 96027, located
15 in a portion of Lot 16 of Section 29, Township 20
16 North, Range 53 East, M.D.B.&M.

15 Excepting therefrom all oil and gas lying in and
16 under said land as reserved by the United States
17 of America, in Patent recorded March 21, 1966, in
18 Book 10, Page 205, Official Records, Eureka County,
19 Nevada.

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

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

27 Upon any such default, Beneficiary may at any time
28 without notice, either in person, by agent, or by a receiver to be
29 appointed by a court, and without regard to the adequacy of any
30 security for the indebtedness hereby secured, enter upon and take
31 possession of said property or any part thereof, in his own name
32 for or otherwise collect such rents, issues, and profits,
including those past due and unpaid, and apply the same, less
costs and expenses of operation and collection, including reason-
able attorney's fees, upon any indebtedness secured hereby, and in
such order as Beneficiary may determine.

32 The entering upon and taking possession of said
property, the collection of such rents, issues, and profits, and

1 the application thereof as aforesaid, shall not cure or waive any
2 default or notice of default hereunder or invalidate any act done
pursuant to such notice.

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

5 As security for the payment of Nine Thousand Two Hundred
6 Dollars (\$9,200.00) in lawful money of the United States of
7 America, with interest thereon in like money and with expenses and
8 counsel fees according to the terms of the Promissory Note or
9 Notes for said sum executed and delivered by the Trustor to the
10 Beneficiary; such additional amounts as may be hereafter loaned by
11 the Beneficiary or his successor to the Trustor or any of them, or
12 any successor in interest of the Trustor, with interest thereon,
13 and any other indebtedness or obligation of the Trustor or any of
14 them, and any present or future demands of any kind or nature
15 which the Beneficiary, or his successor, may have against the
16 Trustor or any of them, whether created directly or acquired by
17 assignment; whether absolute or contingent; whether due or not, or
18 whether otherwise secured or not, or whether existing at the time
19 of the execution of this instrument, or arising thereafter; also
20 as security for the payment and performance of every obligation,
21 covenant, promise or agreement herein or in said note or notes
22 contained.

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

28 AND THIS INDENTURE FURTHER WITNESSETH:

29 FIRST: The Trustor promises and agrees to pay when due
30 all claims for labor performed and materials furnished for any
31 construction, alteration or repair upon the above-described
32 premises; to comply with all laws affecting said property or
33 relating to any alterations or improvements that may be made
34 thereon; not to commit, suffer or permit any acts upon said
35 property in violation of any law, covenant, condition or restric-
36 tion affecting said property.

37 SECOND: The Trustor promises to properly care for and
38 keep the property herein described in first-class condition, order
39 and repair; to care for, protect and repair all buildings and
40 improvements situate thereon; and otherwise to protect and pre-
41 serve the said premises and the improvements thereon and not to
42 commit or permit any waste or deterioration of said buildings and
43 improvements or of said premises. If the above described property
44 is farm land, Trustor agrees to farm, cultivate and irrigate said
45 premises in a proper, approved and husbandmanlike manner.

46 THIRD: The following covenants, Nos. 1, 2 (\$9,200.00
47 amount of insurance), 3, 4 (interest 10% per annum), 5, 6, 7
48 (counsel fees 25%) and 8 of N.R.S. 107.030, are hereby adopted and
49 made a part of this Deed of Trust.

50 FOURTH: Beneficiary may, from time to time, as provided
51 by statute, or by a writing, signed and acknowledged by him and
52 recorded in the office of the County Recorder of the County in
53 which said land or such part thereof as is then affected by this
Deed of Trust is situated, appoint another Trustee in place and

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stead of Trustee herein named, and thereupon, the Trustee herein named shall be discharged and Trustee so appointed shall be substituted as Trustee hereunder with the same effect as if originally named Trustee herein.

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

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

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

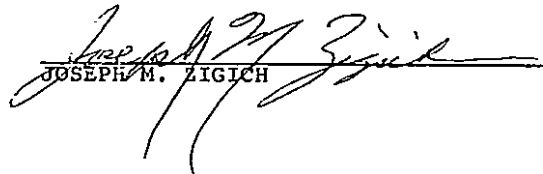
EIGHTH: All the provisions of this instrument shall inure to, apply, and bind the legal representatives, successors and assigns of each party hereto respectively.

NINTH: In the event of a default in the performance or payment under this Deed of Trust or the security for which this Deed of Trust has been executed, any notice given under Section 107.080 N.R.S. shall be given by registered letter to the Trustor(s) at the address herein, Box 595, Ely, NV 89301

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

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

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

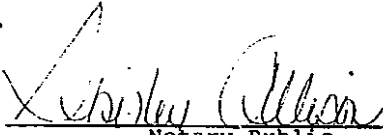

JOSEPH M. ZIGICH

STATE OF NEVADA,)
 EUREKA) ss.
County of ~~White Pine~~)

On this 7TH day of OCTOBER, 1986, before me, a Notary Public, appeared JOSEPH M. ZIGICH, a single man, known to me to be the person described in and who acknowledged that he executed the above instrument.



SHIRLEY ALLISON
Notary Public
EUREKA COUNTY
NEVADA
My Comm. Exp. SEPT 22, 1987


Notary Public

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RECORDED AT REQUEST OF
Frontier Title Company
BOOK 152 PAGE 284

86 NOV 25 P 1: 03

OFFICIAL RECORDS
SURENA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. 106285
FEE \$ 8.00

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