

RETURN TO:

Stewart Title

810 Idaho Street

Elko, Nevada 89801

Attn: IC Dept.

166817

DEED OF TRUST

THIS DEED OF TRUST, made this 13th day of May,

1997, by and between ROBERT W. MITCHELL and DEBORAH A. MITCHELL,

husband and wife, as Trustors, and STEWART TITLE OF NORTHEASTERN

NEVADA, a Nevada Corporation, as Trustee, and the BOB L. MITCHELL AND

SHIRLEY J. MITCHELL TRUST dated August 16, 1996, as Beneficiary;

** Bob L. Mitchell and Shirley J. Mitchell, Co-Trustees of

W I T N E S S E T H :

That the said Trustors hereby grant, bargain, sell, convey and

confirm unto the said Trustee, and to its successors and assigns,

with power to sell, the following described real property situate in

the County of Eureka, State of Nevada, more particularly described as

follows:

Lot 7, Block 8, of CRESCENT VALLEY RANCH & FARMS UNIT
NO. 1, as per map recorded in the Office of the County
Recorder of Eureka County, Nevada, as File No. 34081.
(APN 2-014-08)

EXCEPTING THEREFROM, all petroleum, oil, natural gas
and products derived therefrom, within or underlying
said land or that may be produced therefrom, and all
rights thereto, as reserved by SOUTHERN PACIFIC LAND
COMPANY in Deed to H. J. BUCHENAU and ELISA BUCHENAU,
recorded September 24, 1951, in Book 24 of Deeds at
Page 168, Eureka County, Nevada.

TOGETHER with any and all buildings and improvements
situate thereon.

TOGETHER with the tenements, hereditaments and appur-
tenances thereto belonging or appertaining, and the
reversion and reversions, remainder and remainders,
rents, issues and profits thereof.

ROSS P. EARDLEY

ATTORNEY AT LAW

469 IDAHO STREET

ELKO, NEVADA 89801

TELEPHONE (702) 738-4046 - FAX (702) 738-6286

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1. The Trustors promise and agree to properly care for and keep the property herein described, including any fences, buildings and other improvements thereon, in at least as good a condition of repair and maintenance as the same now are, subject to normal wear

The Trustors hereby covenant and agree:

of Trust.

This Deed of Trust is also given as security for the payment of any and all monies which the Beneficiary and Trustee, or either of them, may or shall hereafter loan or advance to the Trustors, or loan or advance may be secured by other mortgage or Deed of Trust and as security for the payment of all other monies that may become due from the Trustors, or either of them, from any cause whatsoever, including the payment of all other monies hereby agreed or provided to be paid by the Trustors, or which may be paid out, or advanced, by the Trustee, or by the Beneficiary, under the provisions of this Deed as though set forth in full herein.

Said Note is hereby referred to and incorporated herein as though set forth in full herein. This Deed of Trust is also given as security for the payment of any and all monies which the Beneficiary and Trustee, or either of them, may or shall hereafter loan or advance to the Trustors, or loan or advance may be secured by other mortgage or Deed of Trust and as security for the payment of all other monies that may become due from the Trustors, or either of them, from any cause whatsoever, including the payment of all other monies hereby agreed or provided to be paid by the Trustors, or which may be paid out, or advanced, by the Trustee, or by the Beneficiary, under the provisions of this Deed as though set forth in full herein.

TO HAVE AND TO HOLD the same unto the Trustee, and to its successors and assigns, upon the trusts, covenants and agreements herein expressed and as security for the payment of a certain Promis-

and tear, and to care for, protect and maintain any and all buildings situate thereon, and to otherwise protect and maintain said premises and not to commit nor permit any waste or deterioration thereof. The Trustees may make such alterations or improvements as they may desire on said premises, so long as they do not lessen the value of said property, and the Trustees shall pay, when due, all claims for labor performed or material furnished thereon.

2. That the Beneficiary, or its duly authorized agents, shall at all reasonable times have the right to enter upon said premises and inspect the same.

3. The Trustees covenant, warrant and represent that the title conveyed is a fee simple absolute title, free and clear of all encumbrances; that they will forever warrant and defend the title to the premises above mentioned to the Trustee and Beneficiary and their successors and assigns, against all lawful claims and demands of all persons whomsoever.

4. The following covenants Nos. 1, 2 (\$ _____), 3, 4 (9%), 5, 6, 7 (Reasonable), 8 and 9 of Section 107.030 NRS are hereby adopted and made a part of this Deed of Trust.

5. The reconveyance of this Deed of Trust shall be at the cost and expense of the Trustees, or such other persons entitled to reconveyance.

6. The acceptance by said Beneficiary of any payment of the indebtedness hereby secured shall not operate as a waiver by the Beneficiary of any default by the Trustees made previously to such payment in any of the covenants or agreements to be made, kept and performed by the Trustees herein provided.

7. The Trustors hereby covenant and agree that neither the acceptance nor existence, now or hereafter, of any other security for the indebtedness secured hereby, nor the release thereof, shall operate as a waiver of the security of this Deed of Trust, nor shall this Deed of Trust, nor its satisfaction, nor a reconveyance made hereunder, operate as a waiver of such other security now held or hereafter acquired.

8. All the provisions of this instrument shall apply to and bind the legal representatives, successors and assigns of the respective parties hereto, and it is distinctly understood and agreed that the words Trustors, Grantors, Trustee or Beneficiary, as used in this instrument, and any pronoun referring thereto, is intended to and does include the masculine, feminine and neuter genders, and the singular and plural numbers; that the covenants and agreements of the Trustors or Grantors herein shall be construed to be the joint and several covenants and agreements of all persons who sign this instrument; that if any provision of this Deed of Trust be judicially declared invalid, such decision shall not affect the validity of the remaining provisions, and if any sale made hereunder shall be judicially declared invalid or deemed by the Beneficiary to be invalid, such sale shall not exhaust the power of sale, and the Trustee, at the request of the Beneficiary, may proceed anew with the sale of this property, in order to enforce fully the provisions of this Deed of Trust.

9. Said Trustors agree that the said Trustee, or its successors in interest, shall not incur any liability on account of any act done or omitted to be done, in good faith, under the provisions of

this Deed of Trust, and that said Trustee shall be fully protected in acting upon any statement, report, order, notice, request, consent or other paper or document believed to be genuine and signed by the proper parties.

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

Robert W. Mitchell
 ROBERT W. MITCHELL

Deborah A. Mitchell
 DEBORAH A. MITCHELL

STATE OF NEVADA)
 :
) SS.)

This instrument was acknowledged before me on MAY 13

1997, by ROBERT W. MITCHELL and DEBORAH A. MITCHELL.

BARBARA MONTGOMERY
 Notary Public - State of Nevada
 Appointment Recorded in Eureka County
 MY APPOINTMENT EXPIRES OCT. 17, 1998

Barbara Montgomery
 NOTARY PUBLIC

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 OFFICIAL RECORDS
 RECORDED AT THE REQUEST OF
Barbara Montgomery
 97 MAY 14 PM 3:22
 EUREKA COUNTY NEVADA
 M.N. REBALEATI, RECORDER
 FILE NO.
 FEES 11.08

166817

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