

Order No. 431872TO

Escrow No. 98-6045

When Recorded Mail To:  
Northwest Title Company  
P.O. Box 1239, McMinnville, Oregon 97128

BOOK 323 PAGE 159  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Just American Title*  
98 NOV 16 PM 1:36

EUREKA COUNTY NEVADA  
M.N. REDEVELOPMENT RECORDER 7.00  
Specialty Fee for recorder's use  
**170997**

### DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made 31st October, 1998

between

ANNABELLE GOFF

, TRUSTOR,

whose address is 51 North Edwards Street, Eureka, Nevada 89316  
(Number and Street) (City) (State)

FIRST AMERICAN TITLE COMPANY OF NEVADA, a Nevada corporation, TRUSTEE, and

Frances J. Collier and Emerson J. Collier, Trustees of the Emerson J. Collier \*, BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the TOWN OF

EUREKA, County of Eureka, State of NEVADA described as:

Lot 9, Block 57, of the TOWN OF EUREKA, County of Eureka, State of Nevada.

EXCEPTING THEREFROM all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials in and under said land as reserved by the United States of America in patent recorded December 19, 1947, in Book 23, Page 226, Deed Records, Eureka County, Nevada.

\*Revocable Living Trust dated July 13, 1998, as to an undivided 50% interest, and David M. Collier and Betty Joe Collier, husband and wife, as to an undivided 50% interest,

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of the sum of \$ 23,292.15 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; and (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious Deed of Trust recorded in the office of each County Recorder in the State of Nevada on January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	DOC. NO.	COUNTY	BOOK	PAGE	DOC. No.
Churchill	39 Mortgages	363	115384	Lincoln			45902
Clark	850 Off. Rec.		682747	Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050	Mineral	11 Off. Rec.	129	89073
Elko	92 Off. Rec.	652	35747	Nye	105 Off. Rec.	107	04823
Esmeralda	3-X Deeds	195	35922	Ormsby	72 Off. Rec.	537	32867
Eureka	22 Off. Rec.	138	45941	Pershing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	Storey	"S" Mortgages	206	31506
Lander	24 Off. Rec.	168	50782	Washoe	300 Off. Rec.	517	107192
				White Pine	295 R. E. Records	258	

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be