

1999-12433-PAD
AP# 05-410-05

172277

DEED OF TRUST

THIS DEED OF TRUST, Made this 10th day of June, 1999, between **Tamera Sue Mittig**, a single woman, hereinafter referred to as GRANTOR, whose address is 802 1/2 Castaic Avenue, Bakersfield, California 92208, **First American Title Company of Nevada**, hereinafter referred to as TRUSTEE, whose address is 331 7th Street, P.O. Box 308, Elko, Nevada 89801-3805, and **Stephen S. Ellis, M.D., Retirement Trust**, of 162 Jayhawk Lane, Hamilton, Montana 59840, an undivided 50% interest, and **Douglas S. Hadnot, Trustee, Family Dental Group, P.C., Profit Sharing and Pension Plan**, of P.O. Box 278, Lolo, Montana 59847, an undivided 50% interest, hereinafter together referred to as BENEFICIARY,

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Eureka, State of Nevada, described as follows:

TOWNSHIP 29 NORTH, RANGE 48 EAST, M.D.B.&M.

Section 21: NE1/4

EXCEPTING THEREFROM all petroleum, oil, natural gas and products derived therefrom lying in and under said land, as reserved by Southern Pacific Land Company, in deed recorded in Book 24, Page 168, Deed Records, Eureka County Nevada.

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 payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of FORTY SEVEN THOUSAND AND NO/100 DOLLARS (\$47,000.00), final payment due June 11, 2004, and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, of any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

To Protect the Security of this Deed of Trust, GRANTOR HEREBY EXPRESSLY AGREES, COVENANTS AND WARRANTS:

1. The following covenants, Nos. 1, 3, 4, 5, 6, 7, 8, and 9 of NRS 107.030, are hereby adopted and made a part of this Deed of Trust.
2. Covenant No. 4. Rate of interest to be charged for funds advanced under Covenant No. 4 shall be fifteen percent (15%) per annum.
3. Covenant No. 7. The percentage to be allowed for counsel fees under Covenant No. 7 shall be ten percent (10%) of the amount secured hereby and remaining unpaid.

IT IS MUTUALLY AGREED THAT:

1. Any award of damages in connection with any condemnation for public use or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by them in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive their right either to require prompt payment when due all other sums secured or to declare default for failure so to pay.
3. As additional security; Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by

