

173431

TRUSTOR'S ADDRESS:

P. O. Box 533, Eureka, NV 89316

APN No. 007-400-06

DEED OF TRUST

**THIS DEED OF TRUST** made this 29 day of November, 1999, by and between LINDA DEMPSEY, a married woman, Trustor, and STEWART TITLE OF Northeastern Nevada, as Trustee, and DAVID M. SHUEY and CHRISTENE K. SHUEY, husband and wife, Beneficiaries;

**WITNESSETH:**

That Trustor hereby grants, transfers and assigns to the Trustee in trust, with power of sale, all of the following described real property situate in the County of Eureka, State of Nevada, more particularly described as follows:

TOWNSHIP 21 NORTH, RANGE 53 EAST, M.D.B.&M.

Section 18: N1/2 of the SE1/4 lying easterly of Nevada State Highway 51.

*EXCEPTING THEREFROM* all the oil, gas and potash, lying in and under said land as reserved by the UNITED STATES OF AMERICA in Patent recorded in Book 11, Page 188, Official Records, Eureka County, Nevada.

*FURTHER RESERVING AND EXCEPTING THEREFROM* to DAVID M. SHUEY and CHRISTENE K. SHUEY, their successors and assigns, an undivided one-half (½) interest in and to all of their right title, interest and estate in and to all remaining mineral rights located within, on or beneath the surface of said land herein.

TOGETHER with any and all buildings and improvements situate thereon.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the same unto said Trustee and its successors, in trust, to secure the performance of the following obligations, and payment of the following debts:

ONE: Payment of an indebtedness evidenced by a certain Promissory Note dated 11/29/99, 1999, in the principal amount of \$100,000.00, with the interest thereon, expenses, attorney fees and other payments therein provided, executed and delivered by the

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Trustor payable to the Beneficiary or order, and any and all extensions or renewals thereof.

TWO: Payment of all other sums with interest thereon becoming due or payable under the provisions hereof to either Trustee or Beneficiary.

THREE: Payment, performance and discharge of each and every obligation, covenant, promise and agreement of Trustor herein or in said Note contained and of all renewals, extensions, revisions and amendments of the above described notes and any other indebtedness or obligation secured hereby.

To protect the security of this Deed of Trust, it is agreed as follows:

1. The Beneficiary has the right to record notice that this Deed of Trust is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations of the Trustor for which the Beneficiary may claim this Deed of Trust as security.

2. The Trustor shall keep the property herein described in good condition, order and repair; shall not remove, demolish, neglect, or damage any buildings, fixtures, improvements, or landscaping thereon or hereafter placed or constructed thereon; shall not commit or permit any waste or deterioration of the land, buildings and improvements; and shall not do nor permit to be done, anything which shall impair, lessen, diminish or deplete the security hereby given.

3. The following covenants, Nos. 1; 2 (insurable value); 3; 4 (8%); 5; 6; 7 (reasonable); 8; and 9 of NRS 107.030, are hereby adopted and made a part of this Deed of Trust. In connection with Covenant No. 6, it shall be deemed to include and apply to all conditions, covenants and agreements contained herein in addition to those adopted by reference, and to any and all defaults or deficiencies in the performance of this Deed of Trust.

4. All payments secured hereby shall be paid in lawful money of the United States of America.

5. The Beneficiary and any persons authorized by the Beneficiary shall have the right to enter upon and inspect the premises at all reasonable times.

6. In case of condemnation of the property subject hereto, or any part thereof, by paramount authority, all of any condemnation award to which the Trustor shall be entitled less costs and expenses of litigation, is hereby assigned by the Trustor to the Beneficiary, who is hereby authorized to receive and receipt for the same and apply such proceeds as received, toward the payment of the indebtedness hereby secured, whether due or not.

7. If default be made in the performance or payment of the obligation, note or debt secured hereby or in the performance of any of the terms, conditions and covenants of this Deed of Trust, or the payment of any sum or obligation to be paid hereunder, or upon the occurrence of

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any act or event of default hereunder, and such default is not cured within thirty-five (35) days after written notice of default and of election to sell said property given in the manner provided in NRS 107.080 as in effect on the date of this Deed of Trust, Beneficiary may declare all notes, debts and sums secured hereby or payable hereunder immediately due and payable although the date of the maturity has not yet arrived.

8. The Promissory Note secured by this Deed of Trust is made a part hereof as if fully herein set out.

9. The appointment of receiver for any of the assets of the Trustor hereof or the maker of the Note secured hereby, or the making by the Trustor or the maker of the Note secured hereby of a general assignment for the benefit of creditors, shall constitute a default under this Deed of Trust.

10. The rights and remedies herein granted shall not exclude any other rights or remedies granted by law, and all rights or remedies granted hereunder or permitted by law shall be concurrent and cumulative.

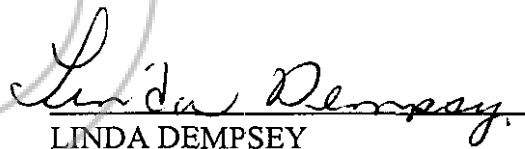
11. All the provisions of this instrument shall inure to and bind the heirs, legal representatives, successors and assigns, of each party hereto respectively as the context permits. All obligations of each Trustor hereunder shall be joint and several. The word "Trustor" and any reference thereto shall include the masculine, feminine and neuter genders and the singular and plural, as indicated by the context and number of parties hereto.

12. Any notice given to Trustor under Section 107.080 of NRS or in connection with this Deed of Trust shall be given by registered or certified letter to the Trustor addressed to the address set forth near the signatures on this Deed of Trust, or at such substitute address as Trustor may direct in writing to Beneficiary and such notice shall be binding upon the Trustor and all Assignees or Grantees of Trustor.

13. 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.

TRUSTOR:

  
LINDA DEMPSEY

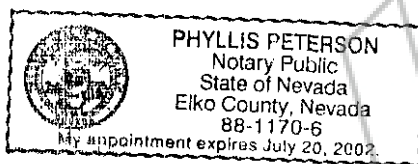
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STATE OF NEVADA )  
                  *ELKO* )SS.  
COUNTY OF ~~EUREKA~~ )

On 11/29, 1999, personally appeared before me, a Notary Public,  
LINDA DEMPSEY, personally known to me or proven to me to be the person whose name is  
subscribed to the above instrument and who acknowledged that she executed said instrument.

*Phyllis Peterson*  
NOTARY PUBLIC



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OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Stewart Title Co*  
99 DEC -6 AM 11:36

EUREKA COUNTY NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. FEES *10.00*

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