

When Recorded Mail To:
J-J Moyle, Inc.
P.O. Box 128
Eureka, NV 89316

173710

APN 007-070-20

DEED OF TRUST

THIS DEED OF TRUST, made this 29 day of December, 1999, by and between DUSTY L. MOYLE, a single woman, as Trustor, and STEWART TITLE OF NORTHEASTERN NEVADA, a Nevada Corporation, as Trustee, and J-J MOYLE, INC., a Nevada Corporation, as Beneficiary;

WITNESSETH:

That the said Trustor hereby grants, bargains, sells, conveys and confirms 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:

TOWNSHIP 23 NORTH, RANGE 54 EAST, MDB&M.

Section 30: Lots 1, 2, 3 and 4; E $\frac{1}{2}$ W $\frac{1}{2}$

EXCEPTING THEREFROM all oil, gas, potash and sodium lying in and under said land, as reserved by the United States of America, in Patent recorded March 9, 1965, in Book 6, Page 553, Official Records, Eureka County, Nevada.

SUBJECT to all exceptions, reservations, restrictions, restrictive covenants, assessments, easements, rights and rights of way of record.

TOGETHER with any and all buildings and improvements situate thereon.

TOGETHER with all BLM and National Forest range and grazing rights, permits and privileges, and range water and range watering rights of every name, nature, kind and description appurtenant to and used in connection with the above described property.

TOGETHER with all water, water rights, rights to the use of water, dams, ditches, canals, pipelines, reservoirs, wells, pumps, pumping stations and

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ROSS P. EARDLEY
ATTORNEY AT LAW
469 IDAHO STREET
ELKO, NEVADA 89801

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all other means for the diversion or use of water appurtenant to the said land or any part thereof, for irrigation, stockwatering, domestic or any other use.

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

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 Promissory Note of even date herewith, for the principal sum of \$120,000.00, bearing interest from the date thereof, at the rate of 7% per annum, said principal sum and interest being payable in annual installments, as more specifically set forth in said Note; said Note being executed by the Trustor herein to the said Beneficiary and payable at Eureka, Nevada, or wherever else said Beneficiary in writing designates. 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 Trustor, or advance for her account, even though the said 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 Trustor from any cause whatsoever, including the payment of all other monies hereby agreed or provided to be paid by the Trustor, or which may be paid out, or advanced, by the Trustee, or by the Beneficiary, under the provisions of this Deed of Trust.

The Trustor hereby covenants and agrees:

1. The Trustor promises and agrees 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 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. Trustor shall water and keep in good condition all cultivated land and shall properly irrigate all irrigable land, utilize all water rights, and put the same to beneficial use, and pay all fees in connection with the preservation of water rights. Trustor shall utilize and protect all grazing rights and privileges had in connection with said property and shall at all times make the necessary applications and pay the necessary fees to the Bureau of Land Management and/or the U. S. Forest Service, or other federal agencies, to preserve and maintain all grazing rights and privileges, all to the end that the premises and property shall be properly kept and maintained and in no way diminished during the term of this Deed of Trust and that no water rights or grazing rights or privileges shall be lost by abandonment, non-use or otherwise, due to default, failure or act of Trustor. The Trustor may make such alterations or improvements as she may desire on said premises, so long as they do not lessen the value of said property, and the Trustor 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 Trustor covenants, warrants and represents that the title conveyed is a fee simple absolute title, free and clear of all encumbrances; that she 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(\$ Replacement), 3, 4(7%), 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 Trustor, 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 Trustor made previously to such payment in any of the covenants or agreements to be made, kept and performed by the Trustor herein provided.

7. The Trustor hereby covenants and agrees 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 Trustor, Grantor, 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 Trustor or Grantor 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 Trustor agrees 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.

10. The Trustor, so long as there is any balance owing in connection with this Deed of Trust, shall not sell, assign or transfer any interest in the property described herein, nor permit any assumption of the debt herein secured, without first obtaining the written consent of the Beneficiary. If all or any part of the property herein described, or any interest therein, is sold, assigned or transferred by the Trustor without the Beneficiary's prior written consent, the Beneficiary may, at its option, declare all sums secured by this Deed of Trust to be immediately due and payable.

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

Dusty L. Moyle
DUSTY L. MOYLE

STATE OF NEVADA)
 : SS.
COUNTY OF Elko)

This instrument was acknowledged before me on December 27, 1999,
by DUSTY L. MOYLE.

Dulma J. Jella
NOTARY PUBLIC

Trustor's Address:
P.O. Box ~~711~~ 128
Eureka, Nevada 89316

Beneficiary's Address: **332** PAGE **160**
P.O. Box 128 OFFICIAL RECORDS
Eureka, NV 89316 RECORDED AT THE REQUEST OF
Stewart Title Co.
99 DEC 29 AM 10:25

EUREKA COUNTY NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES \$ 11.00

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