

Upon Recording, mail to:  
Stewart Title  
810 Idaho Street  
Elko, NV 89801  
Attn: Collection Department

**173726**

APN 01-194-05

99291899

DEED OF TRUST

THIS DEED OF TRUST, made this 27th day of December, 1999, by  
and between TUDOR FUNDING GROUP, as Trustor, and STEWART TITLE OF NORTH-  
EASTERN NEVADA, a Nevada Corporation, as Trustee, and FLOYD B. EDGEMON, an  
unmarried man, and ALTHEA L. COTTAM, an unmarried woman, as joint tenants with right of  
survivorship, as Beneficiaries;

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:

*JP*  
Parcel 1 as shown on that certain Parcel Map for JACK SCOTT BURNETT  
filed in the Office of the County Recorder of Eureka County, State of  
Nevada, on June 20, 1990, as File No. 132576, being a portion of Section  
24, Township 19 North, Range 53 East, MDB&M.

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 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

-1-

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

TELEPHONE (775) 738-4046 - FAX (775) 738-6286

BOOK 332 PAGE 2 | 2

payment of a certain Promissory Note of even date herewith, for the principal sum of 51,237.94  
~~\$51,066.34~~, bearing interest from February 1, 2000, at the rate of 8% per annum, said principal sum and interest being payable in monthly installments, as more specifically set forth in said Note; said Note being executed by the Trustor herein to the said Beneficiaries and payable at Eureka, Nevada, or wherever else said Beneficiaries in writing designate. 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 Beneficiaries and Trustee, or either of them, may or shall hereafter loan or advance to the Trustor, or advance for its 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 Beneficiaries, 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. The Trustor may make such alterations or improvements as it 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 Beneficiaries, or their 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, except as hereinafter set forth, the title conveyed is a fee simple absolute title, free and clear of all encumbrances; that it will forever warrant and defend the title to the premises above mentioned to the Trustee and Beneficiaries and their successors and assigns, against all lawful claims and demands of all persons whomsoever.

4. It is understood that this Deed of Trust is second and subordinate to a prior Deed of Trust dated June 1, 1990, executed by Floyd B. Edgemon, an unmarried man, and Althea L. Cottam, an unmarried woman, as Trustors, to Stewart Title of Northeastern Nevada, a Nevada Corporation, dba Frontier Title Company, as Trustee, and in favor of Jack Scott Burnett, an unmarried man, Beneficiary; which Deed of Trust was recorded on August 13, 1990, in Book 212 of Official Records, Page 462, Document No. 133148, in the Office of the Eureka County Recorder, Eureka, Nevada, and was given to secure the payment a Promissory Note of even date therewith in the face amount of \$68,000.00. The Trustor herein has assumed the payment of the obligation secured by said first Deed of Trust and it is the responsibility of the Trustor herein to see that the payments on the obligation secured by said first Deed of Trust are made. If the Trustor herein defaults in making any of the payments required on the obligation secured by said first Deed of Trust, or otherwise defaults in the performance of any of the covenants or conditions required of it in connection with the obligation of said first Deed of Trust, the Beneficiaries and/or Trustee herein, without demand or notice, may correct said default and make any payment or incur any expenses which may be required in connection with said first Deed of Trust; and the Beneficiaries and/or Trustee herein shall be the sole judges as to the necessity of correcting said default as to the amount of payment or other expenses necessary to correct the same. Thereafter, the Trustor herein, upon demand of the Beneficiaries and/or Trustee herein, shall reimburse the Beneficiaries and/or Trustee herein for all such expenses incurred or all sums of money paid or advanced in

connection with satisfying said default, together with interest thereon from the date of payment by the Beneficiaries and/or Trustee herein, until repaid, at the rate of 8% per annum, and all such sums of money, with interest as aforesaid, shall, until reimbursed, be added to and become part of the obligation secured by this Deed of Trust. Upon the failure of the Trustor to make said reimbursement, upon demand as set forth above, the Beneficiaries and/or Trustee herein may declare a default in this Deed of Trust and may proceed to exercise any remedies available to them, as provided in case of default of Deeds of Trust.

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

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

7. The acceptance by said Beneficiaries of any payment of the indebtedness hereby secured shall not operate as a waiver by the Beneficiaries 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.

8. 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.

9. 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 Beneficiaries, as used in this instrument, and any pronoun referring thereto, is intended to and does include the masculine,

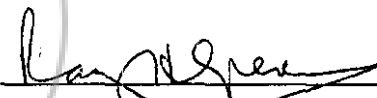
feminine and neuter genders, and the singular and plural numbers; that the covenants and agreements of the Trustor or Grantor herein shall be construed to be the joint and several covenants and agreements of all persons who sign this instrument; that if any provision of this Deed of Trust be judicially 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 Beneficiaries to be invalid, such sale shall not exhaust the power of sale, and the Trustee, at the request of the Beneficiaries, may proceed anew with the sale of this property, in order to enforce fully the provisions of this Deed of Trust.

10. 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.

11. This Deed of Trust and the Promissory Note secured hereby shall be transferable and/or assumable with the express approval of the Beneficiaries herein.

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

TUDOR FUNDING GROUP  
A Nevada Corporation

By   
Ray Spencer, president

