

Return to: Gerald Olander  
P.O. Box 476  
Eureka, NV 89316

**174527**

APN 001-171-15

DEED OF TRUST

THIS DEED OF TRUST, made this 22nd day of March, 2000, by and between RONALD D. DAMELE, JR. and KATHRYN C. DAMELE, husband and wife, as Trustors, and STEWART TITLE OF NORTHEASTERN NEVADA, a Nevada Corporation, as Trustee, and GERALD C. OLANDER and IRIS A. OLANDER, husband and wife, as joint tenants with right of survivorship, as Beneficiaries;

WITNESSETH:

That the said Trustors hereby grant, bargain, sell, convey and confirm 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:

PARCEL 1

A parcel of land within the SW $\frac{1}{4}$ NW $\frac{1}{4}$ , Section 24, Township 19 North, Range 53 East, MDB&M., and within the boundaries of the Townsite of Eureka, Nevada, as prepared by U.S. Department of Interior, General Land Office, and approved November 19, 1937, being a portion of Block 125, as shown on said plat and more particularly described as follows:

Beginning at the W $\frac{1}{4}$  section corner of said Section 24, as Corner No. 1;

Thence along the southerly boundary of said Block North 89°35'18" East, (formerly South 89°59' East), 250.00 feet to Corner No. 2;

Thence North 25°27'27" East, 473.60 feet to Corner No. 3, also being Corner No. 6, of Survey No. 100B, Southern Cross Mill Site;

Thence along the boundary of said mill site North 44°42'10" West, (formerly North 44°30" West) 232.27 feet to Corner No. 4, along being Corner No. 7 of Survey No. 100B, Southern Cross Mill Site;

-1-

**ROSS P. EARDLEY**  
ATTORNEY AT LAW  
469 IDAHO STREET  
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Thence along the southerly boundary of Block 104, South 70°02'50" West, (formerly South 70°20' West), 308.86 feet to the southwesterly corner of said Block 104, and also being a point on the west line of Section 24;

Thence along said Section South 0°01'00" East, 489.10 feet to Corner No. 1, the point of beginning.

EXCEPTING THEREFROM that portion of said land as conveyed to Donald D. Eldridge, et al, in Deed recorded May 22, 1996, in Book 297, Page 97, Official Records, Eureka County, Nevada.

FURTHER EXCEPTING THEREFROM that portion of said land as conveyed to Eureka County, a political subdivision, in Deed recorded May 22, 1996, in Book 297, Page 100, Official Records, Eureka County, Nevada.

#### PARCEL 2

④ All that certain real property situate within a portion of the Northwest ¼ of Section 24, Township 19 North, Range 53 East, MDB&M., further described as a portion of Parcel 1 as shown on that Parcel Map of Block 125, Records of the County of Eureka, State of Nevada, File No. 68317, more particularly described as follows:

Commencing at the West ¼ Corner of said Section 24;  
Thence North 89°57'07" East, along the South line of the Northwest ¼ of said Section 24, a distance of 250.00 feet to the Southwest Corner of said Parcel 1, the true point of beginning;

Thence North 25°21'15" East, along the Westerly line of said Parcel 1, a distance of 328.90 feet;  
Thence South 37°38'47" East, a distance of 53.32 feet;  
Thence South 72°58'35" West, a distance of 64.31 feet;  
Thence South 2°58'25" West, a distance of 236.41 feet to a point on the South line of aforesaid Northwest ¼ of Section 24;  
Thence South 89°57'07" West, a distance of 99.65 feet to the true point of beginning.

SUBJECT to all exceptions, reservations, restrictions, restrictive covenants, assessments, easements, rights and rights of way of record in connection with either or both of the above parcels.

TOGETHER with any and all buildings and improvements situate on either or both of the above parcels.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions,

remainder and remainders, rents, issues and profits thereof, in connection with either or both of the above parcels.

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 \$130,000.00, bearing interest from the date thereof, at the rate of 7.625% 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 Trustors 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 Trustors, or either of them, or advance for their 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 Trustors, or either of them, from any cause whatsoever, including the payment of all other monies hereby agreed or provided to be paid by the Trustors, or which may be paid out, or advanced, by the Trustee, or by the Beneficiaries, under the provisions of this Deed of Trust.

The Trustors hereby covenant and agree:

1. The Trustors promise and agree 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 Trustors may make such alterations or improvements as they may desire on said

premises, so long as they do not lessen the value of said property, and the Trustors 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 Trustors covenant, warrant and represent that the title conveyed is a fee simple absolute title, free and clear of all encumbrances; that they 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. The following covenants, Nos. 1, 2(\$ \_\_\_\_\_), 3, 4(7.625%), 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 Trustors, or such other persons entitled to reconveyance.

6. 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 Trustors made previously to such payment in any of the covenants or agreements to be made, kept and performed by the Trustors herein provided.

7. The Trustors hereby covenant and agree 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 Trustors, Grantors, Trustee or Beneficiaries, as used in this instru-

ment, 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 Trustors or Grantors 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.

9. Said Trustors agree 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 Trustors, 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 Beneficiaries. If all or any part of the property herein described, or any interest therein, is sold, assigned or transferred by the Trustors without the Beneficiaries' prior written consent, the Beneficiaries may, at their option, declare all sums secured by this Deed of Trust to be immediately due and payable.

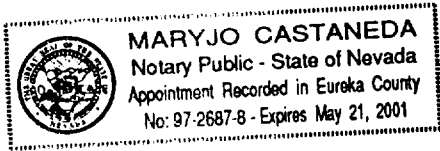
IN WITNESS WHEREOF, the said Trustors have executed these presents the day and year first above written.

  
\_\_\_\_\_  
RONALD D. DAMELE, JR.

  
\_\_\_\_\_  
KATHRYN C. DAMELE

STATE OF *Nevada* )  
COUNTY OF *Eureka* ) ; SS.

This instrument was acknowledged before me on *March 22*, 2000,  
by RONALD D. DAMELE, JR. and KATHRYN C. DAMELE.



*Maryjo Castaneda*  
NOTARY PUBLIC

Trustors' Address:  
P.O. Box 528  
Eureka, Nevada 89316

Beneficiaries' Address:

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OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Stewart Title*  
00 JUN -1 AM 10: 10

EUREKA COUNTY NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. FEES *12.00*

**174527**