

TRUSTEE'S DEED UPON SALE

THIS INDENTURE, made this 28th day of November, 2000, between **ROBERT O. VAUGHAN**, as the substituted and appointed Trustee, as hereinafter stated, herein called Trustee, and **LARRY W. HART**, an unmarried man and **TOMMIE C. HERRELL**, Trustee and **C. JOSETTE HERRELL** Trustee under Agreement dated January 24, 1989, herein called Grantee,

WITNESSETH:

WHEREAS, by deed of trust dated April 26, 1999, and recorded April 30, 1999, in Book 326 at page 546, as Document No. 172197, of Official Records, Eureka County, Nevada. **TERRY D. HAMILTON**, a married man dealing with his sole and separate property, did grant and convey to said **STEWART TITLE NORTH EASTERN NEVADA**, upon the trusts therein expressed, the property hereinafter described among other uses and purposes to secure the payment of that certain promissory note and interest, according to the terms thereof, and other sums of money advanced, with interest thereon, to each reference is hereby made, and,

WHEREAS, by deed of Substitution of Trustee of Deed of Trust recorded March 8, 2000, in Book 333 of Official Records at page 478, as Document No. 174328 of said records, **ROBERT O. VAUGHAN** was granted all title, interest, powers, duties and trusts in the powers vested in or confirmed upon the original Trustee.

WHEREAS, breach and default was made under the terms of said Deed of Trust in the particulars set forth in said Notice of said Breach and Default hereinafter referred to, to which reference is hereby made and

WHEREAS, the holder of said note did execute and deliver to the Trustee written Declaration of Default and demand for sale and thereafter there was filed for record on March 8, 2000, in the Office of the County Recorder of Eureka County, Nevada, a Notice of such breach and default and of election to cause the Trustee to sell said property to satisfy the obligation secured by said Deed of Trust, which Notice was recorded in Book 333, Page 481, as Document No. 174329 of Official Records, of said County, and

WHEREAS, in consequence of said Declaration of Default, Election, Demand for Sale and in compliance with the terms of said Deed of Trust, Trustee executed its Notice of Trustee's Sale stating that said Trustee, in virtue of the authority in it vested, would sell at public auction to the highest bidder for cash, lawful money of the United States of America, the property particularly therein and hereinafter described, said property being in the County of Eureka, State of Nevada, and fixing the time and place of sale as the 12th day of July, 2000, at 11:00 o'clock a.m., in the office of Vaughan & Hull, Ltd., located at 530 Idaho Street, Suite Two, and caused a copy of said Notice to be posted for twenty days successively in three public places in the County of Eureka, where said property is located, and three public places in the County of Elko, where said property was to be sold; and said Trustee caused a copy of said Notice to be published once a week for three successive weeks before the date of sale in Eureka Sentinel and Elko Daily Free Press, newspapers of general

circulation printed and pushed in the County in which said real property is situated, and sale was to be held, the first date such publication being July 16, 2000; and,

WHEREAS, said sale scheduled for July 12, 2000, was postponed and in compliance with the term of the Deed of Trust, a second Notice of Trustee's Sale stating that said Trustee, by virtue of the authority in it vested, would sell at public auction to the highest bidder for cash, in lawful money of the United States of America, the property particularly therein and hereinafter described, said property being in the County of Eureka, State of Nevada, and fixing the time and place of sale as November 21st, 2000, 11:00 o'clock a.m., at the offices of Vaughan & Hull, Ltd., located at 530 Idaho Street, Suite 100, and caused a copy of said Notice to be posted for twenty days successively in three public places in the County of Eureka, where said property is located, and in three public places in the County of Elko, where said property was to be sold; and said Trustee caused a copy of said Notice to be published once a week for three successive weeks before the date of sale in the Eureka Sentinel and the Elko Daily Free Press, newspapers of general circulation printed and published in the County in which said real property is situated and sale was to be held, the first date of such publication being October 26, 2000; and,

WHEREAS, copies of said recorded Notice of Default and said Notice of Sale were mailed to all those who were entitled thereto in accordance with Section 107.090, of the Nevada Revised Statutes; and

WHEREAS, all applicable statutory provisions of the State of Nevada and all of the provisions of said Deed of Trust have been complied with as to acts to be performed and notices to be given; and

WHEREAS, at the time and place fixed as aforesaid, Trustee did sell at public auction, the property hereinafter described, to Grantee, the highest bidder, for the sum of \$132,163.84, paid in lawful money of the United States of America by the satisfaction of the indebtedness then secured by said Deed of Trust, in full.

NOW, THEREFORE, Trustee in consideration of the premises recited and the sum above mentioned bid and paid the Grantee the receipt whereof is hereby acknowledged, and by virtue of these premises, does GRANT AND CONVEY, but without warranty or covenants, express or implied, unto the said Grantee, all that certain property situate in the County of Eureka, State of Nevada, described as follows:

TOWNSHIP 21 NORTH, RANGE 54 EAST, M.D.B.&M.

Section 2 - All;

EXCEPTING THEREFROM all oil and gas in said land as reserved by the United States of America in Patents recorded November 26, 1963, in Book 2, Pages 12 and 13, Official Records, Eureka County, Nevada.

FURTHER EXCEPTING THEREFROM all mineral rights as reserved in and from E. C. JOHNSTON, et al, recorded May 6, 1976, in Book 5 Page 485, Official Records, Eureka County, Nevada.

TOGETHER WITH the improvements thereon and all and singular the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, issues and profits thereof.

TO HAVE AND HOLD the property with the appurtenances to the Grantees as tenants in common, and their heirs and assigns accordingly, forever.

SIGNED this 28th day of November, 2000.

TRUSTEE:


ROBERT O. VAUGHAN, Trustee

STATE OF NEVADA)
 : ss.
COUNTY OF ELKO)

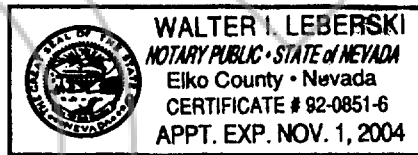
This instrument was acknowledged before me on the 28th day of Nov., 2000 by ROBERT O. VAUGHAN, as Trustee.


NOTARY PUBLIC

My Commission expires: _____

GRANTEE'S ADDRESS:

P. O. Box 249
Kersey, CO 80644



BOOK 339 PAGE 066
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Vaughan & Hull
00 DEC -1 PM 1:09

EUREKA COUNTY NEVADA
M.N. REBALEATI, RECORDER
FILE NO. **175634** FEES \$ 9.00

BOOK 339 PAGE 068

**State of Nevada
Declaration of Value**

FOR RECORDERS OPTIONAL USE ONLY	
Document/Instrument #	<u>175634</u>
Book	<u>339</u> Page <u>66</u>
Date of Recording:	<u>12-1-00</u>
Notes:	_____

1. Assessor Parcel Number
 a) 07-260-
 b) _____
 c) _____
 d) _____

2. Type of Property:
- | | |
|--|--|
| a) <input checked="" type="checkbox"/> Vacant Land | b) <input type="checkbox"/> Single Fam. Res. |
| c) <input type="checkbox"/> Condo/Town | d) <input type="checkbox"/> 2-4 Plex |
| e) <input type="checkbox"/> Apt. Bldg | f) <input type="checkbox"/> Comm'/Ind'l |
| g) <input type="checkbox"/> Agriculture | h) <input type="checkbox"/> Mobile Home |
| i) <input type="checkbox"/> Other _____ | |

3. Total Value/Sales Price of Property: \$ 132,163.84
 Deduct Assumed Liens and Encumbrances: (-0-)

(Provide recording information: Doc/Instrument #: _____ Book: _____ Page: _____)

Transfer Tax Value per NRS 375.010, Section 2: \$ 132,163.84
 Real Property Transfer Tax: \$ 172.25

4. **If Exemption Claimed:**
- a. Transfer Tax Exemption, per NRS 375.090, Section: _____
- b. Explain Reason Exemption: _____

5. Partial Interest: Percent being transferred: _____ %

The undersigned Seller(s)/Buyer(s), declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375., that the information provided is correct to the best of their information and belief, and can be supported by documentation called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claim exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 2% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

SELLER (GRANTOR) INFORMATION

BUYER (GRANTEE) INFORMATION

Seller Signature: Robert Vaughan
 Print Name: Robert Vaughan, Trustee
 Address: P.O. Box 420
 City: Elko
 State: Nevada 89801
 Telephone: (775) 738-31
 Capacity: Trustee under Deed of Trust

Buyer Signature: _____
 Print Name: _____
 Address: _____
 City: _____
 State: _____
 Telephone: () _____
 Capacity: _____

COMPANY REQUESTING RECORDING

Co. Name: _____ Esc. #: _____

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)