

175813

## DEED OF TRUST

THIS DEED OF TRUST, made this 1st day of October, 1999, by and between Cynthia Denise Culver, an unmarried woman, as Trustor, and JERRY LEE ANDERSON, an unmarried man, as Beneficiary, (It is distinctly understood that the words "Trustor" and the word "his" referring to the Trustor, herein used, are intended to and do include the masculine, feminine and neuter genders and singular and plural numbers, as indicated by the context.) <sup>and Beneficiary, see JLA</sup>

### WITNESSETH

That said Trustor hereby grants, conveys and confirms unto said Trustee in trust with power of sale, the following described real property situated in the County of Eureka, State of Nevada, to-wit:

Parcel 1 of Map F No. 172295 as recorded in the office of Eureka County, Nevada Records Office, Gov Lot 16, Sec 29T 20 N R 53 E M.D.B. & M.

EXCEPTING AND RESERVING to the United States of America, all the oil and gas in said land, as reserved in Pat recorded March 21, 1966, in Book 10, Page 205, Document No. 41830, Official Records, Eureka County, Nevada.

FURTHER EXCEPTING THEREFROM all mineral rights, oil or gas laying on, in or over said land as reserved by JERRY LEE ANDERSON in Deed recorded 2-8-01, in Book 339, Page 42, Official Records, Eureka County, Nevada.

PAYOFF after the ninth (10th) month of any year during the duration of this contract constitutes a Five Hundred dollar (500) penalty.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversions and reversions, remainder and reminders, rents.

As security for the payment of Eleven Thousand Five Hundred Dollars (\$11,500) in lawful money of the United States of America, with interest thereon in like money and with expenses and counsel fees according to terms of the Promissory Note or Notes for said sum executed and delivered by the Trustor to the Beneficiary, such additional amounts as may be hereafter loaned by the Beneficiary or his successor to the Trustor, with interest thereon, and any other indebtedness or obligation of the Trustor any of them, and any presents or future demands of any kind or nature which the Beneficiary or his successor, may have against the Trustor or any of them, whether created directly or acquired by assignment, whether absolute or contingent, whether existing at the time of the execution of this instrument, or arising thereafter; also security for the payment and performance of every obligation, covenant, promise or agreement herein or in said note or notes contained.

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Trustor grants to Beneficiary 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 obligation of the Trustor for which Beneficiary may claim this Deed of Trust as security.

AD THIS INDENTURE FURTHER WITNESSETH:

FIRST: The Trustor promises and agrees to pay when due all claims for labor performed and materials furnished for construction, alteration or repair upon the above-described premises; to comply with laws affecting said property or relating to any alterations or improvements that may be made thereon; not to commit, suffer or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting said property.

SECOND: The Trustor promises to properly care for and keep the property herein described in first-class condition, order and repair; to care for, protect and repair all buildings and improvements situated thereon; and otherwise to protect and preserve the said premises and the improvements thereon and not to commit or permit any waste or deterioration of said buildings and improvements or of said premises. If the above described property is farm land, Trustor agrees to farm cultivate and manage said premises in a proper, approved and husbandmanlike manner.

THIRD: The following covenants, Nos. 1, 2 (\_\_\_\_\_ amount of insurance), 3, 4 (interest 1% per annum), 5, 6, 7 (counsel fees 15%) and 8 or N.R.S. 107.030, are hereby adopted and made part of this Deed of Trust.

FOURTH: Beneficiary may, from time to time, as provided by statute, or by a writing, signed and acknowledged him and recorded in the office of the County Recorder of the County in which said land or part thereof as is then affected by this Deed of Trust is situated, appoint another Trustee in place and stead of Trustee herein named shall be discharged and Trustee so appointed shall be substituted as Trustee hereunder with the same effect as if originally named Trustee herein.

FIFTH: Trustor agrees to pay any deficiency arising from any cause after application of the covenant hereinabove adopted by reference.

SIXTH: The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.

SEVENTH: In the event of any tax or assessment on the interest under this Deed of Trust it will be deemed that such taxes or assessments are upon the interest of the Trustor, who agrees to pay such taxes or assessments although the same may be assessed against the Beneficiary or Trustee.

EIGHTH: All the provisions of this instrument shall inure to, apply, and bind the legal representatives, successors and assigns of each party hereto respectively.

NINTH: In the event of a default in the performance or payment under this Deed of Trust or the security for which this Deed of Trust has been executed, any notice given under Section 107-080 N.R.S. shall be given by registered letter to the Trustor(s) at the addresses herein, Cynthia Denise Culver, P Box 306, Eureka, NV 89316 and such notice shall be binding upon the Trustor(s), Assignee(s) or Grantee(s) from the Trustor(s).

TENTH: It is expressly agreed that the trusts created hereby are irrevocable by the Trustor.

IN WITNESSETH/HEREOF, the Trustor has executed these presents the day and year first above written.

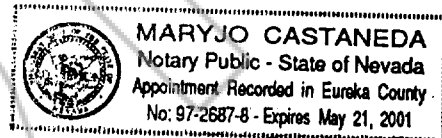
Cynthia Denise Culver

STATE OF NEVADA

County of Eureka

On this 8<sup>TH</sup> of February 2001, before me, Notary Public, appeared Cynthia Denise Culver, married woman, known to me to be the person described in and who acknowledged that they executed the above instrument.

Maryjo Castaneda  
NOTARY



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OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
Cynthia Denise Culver  
01 FEB -8 PM 2:19

EUREKA COUNTY NEVADA  
M.H. REBALEATI, RECORDER  
FILE NO. FEES 9.00

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