

1 PARCEL NO. -210-06

2 RECORDING RUESTED BY:

3 STEWART TIT OF NORTHEASTERN NEVADA  
 4 P.O. Box 1514  
 Ely, Nevada 89301

5 DEED OF TRUST

6 TS DEED OF TRUST, made this 20th day of AUGUST  
 7 2001, by a between CRAIG ALLAN SMITH and SHELBA KAY SMITH,  
 8 husband and wife, as joint tenants with full right of survivorship,  
 9 as Trustor, and STEWART TITLE OF NORTHEASTERN NEVADA, a Nevada  
 10 corporation as Trustee, and BILL E. CALLAHAN and NANCY A.  
 11 CALLAHAN, husband and wife, as Beneficiary. (It is distinctly  
 understood at the words "Trustor" and "Beneficiary" and the word  
 "his" refering to the Trustor or Beneficiary, as herein used, are  
 intended to and do include the masculine, feminine and neuter  
 genders and the singular and plural numbers, as indicated by the  
 context.)

12 W I T N E S S E T H:

13 Tt said Trustor hereby grants, conveys and confirms  
 14 unto said trustee in trust with power of sale, the following  
 described real property situate in the County of Eureka, State of  
 Nevada, to-wit:

15 All the certain real property situate in the County of  
 16 Eureka State of Nevada, more particularly described as  
 follow

17 Township 21 North, Range 53 East, M.D.B.&M.  
 18 Section 23: S1/2 and consisting of Three  
 Hundred Twenty Acres (320) acres, more or less.

19 TOGETHER with all dwellings, buildings and  
 20 improvements situate thereon.

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

23 TOGETHER with all water, water rights, rights  
 24 to the use of water, dams, ditches, canals,  
 25 pipelines, wells, reservoirs, rights of way,  
 26 and all other means for the diversion or use  
 of water appurtenant to the said property or  
 27 a part thereof, or now or hereafter used or  
 enjoyed in connection therewith, for irrigation,  
 28 domestic or any other use, or for the drainage  
 of all or any part of said lands, including  
 29 vested water rights, permitted water rights and  
 30 certificates of appropriation and any and all  
 31 applications to appropriate the waters of the  
 State of Nevada, which are appurtenant to the  
 32 above described real property, or any part  
 thereof, or used or enjoyed in connection  
 therewith. Certificate Number 6482 and

8901600

Certificate Number 6483.

RESERVING THEREFROM all oil and gas as reserved in Patent executed by United States of America, recorded on July 16, 1962, in Book 26, of Deeds, at Page 240, Eureka County, Nevada.

SUBJECT TO: Easements and reservations contained in the Patent from the United States of America recorded in Book 26, Page 240, Deed Records, Eureka County, Nevada, which recite as follows:

" . . . SUBJECT to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of Courts, and there is reserved from the lands hereby granted, a right-of-way thereon for ditches or canals constructed by the authority of the United States.

RESERVING AND RESERVING, also, to the United States and the oil and gas in the lands so patented and to the persons authorized by it, the right to prospect for, mine, and remove such deposits from the same upon compliance with the conditions and subject to the provisions and limitations of the Act of July 17, 1914 (38 Stat. 509)."

SUBJECT TO: An Easement over the westerly 33 ft of said land for a drainage ditch and incidental purposes as granted to Ruby Hill Mining Company, by instrument recorded November 26, 1963, in Book 2, Page 11, Official Records, Eureka County, Nevada.

SUBJECT TO: An Easement over a portion of the land (dated undisclosed) for electric transmission and/or distribution line or system as granted to Mt. Wheeler Power, Inc., by Deed recorded December 1, 1971, in Book 41, Page 65, Official Records, Eureka County, Nevada.

SHALL HAVE AND TO HOLD the described premises to the Grantees, as joint tenants with right of survivorship and not as tenants in common, their assigns, and heirs and assigns of the survivor, forever.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title and interest, homestead or other claim or demand, as well in law as in equity, which the Trustor now has or may hereafter acquire, or, in or to the said premises or any part thereof, with the appurtenances.

For additional security, Trustor hereby assigns all rents from such property and gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues, and profits of said property,

1 reserving to Trustor the right, prior to any default by Trustor  
2 in payment of any indebtedness secured hereby or in performance of  
3 any agreement hereunder, to collect and retain such rents, issues,  
4 and profits as they become due and payable.

5 On any such default, Beneficiary may at any time  
6 without notice, either in person, by agent, or by a receiver to be  
7 appointed by a court, and without regard to the adequacy of any  
8 security for the indebtedness hereby secured, enter upon and take  
9 possession of said property or any part thereof, in his own name  
10 for or otherwise collect such rents, issues, and profits, including  
11 those past due and unpaid, and apply the same, less costs and  
12 expenses of operation and collection, including reasonable  
13 attorney's fees, upon any indebtedness secured hereby, and in such  
14 order as Beneficiary may determine.

15 In entering upon and taking possession of said property,  
16 the collection of such rents, issues, and profits, and the  
17 application hereof as aforesaid, shall not cure or waive any  
18 default or notice of default hereunder or invalidate any act done  
19 pursuant to such notice.

20 In the event all or any part of the property secured by  
21 this Deed of Trust be sold, conveyed, transferred, or exchanged,  
22 then the Note of even date secured hereby shall become immediately  
23 due and payable at the option of the holder of said Note.

24 I HAVE AND TO HOLD the same unto the said Trustee and  
25 its successors, upon the trusts hereinafter expressed:

26 A security for the payment of SEVENTY THOUSAND DOLLARS  
27 (\$70,000.00) in lawful money of the United States of America, with  
28 interest thereon in like money and with expenses and counsel fees  
29 according to the terms of the Promissory Note or Notes for said sum  
30 executed and delivered by the Trustor to the Beneficiary; such  
31 additional amounts as may be hereafter loaned by the Beneficiary or  
32 his successors to the Trustor or any of them, or any successor in  
33 interest of the Trustor, with interest thereon, and any other  
34 indebtedness or obligation of the Trustor or any of them, and any  
35 present or future demands of any kind or nature which the  
36 Beneficiary or his successor, may have against the Trustor or any  
37 of them, whether created directly or acquired by assignment;  
38 whether absolute or contingent; whether due or not, or whether  
39 otherwise secured or not, or whether existing at the time of the  
40 execution of this instrument, or arising thereafter; also as  
41 security for the payment and performance of every obligation,  
42 covenant, promise or agreement herein or in said note or notes  
43 contained.

44 Trustor grants to Beneficiary the right to record notice  
45 that this Deed of Trust is security for additional amounts and  
46 obligations not specifically mentioned herein but which constitute  
47 indebtedness or obligations of the Trustor for which Beneficiary  
48 may claim this Deed of Trust as security.

49 AT THIS INDENTURE FURTHER WITNESSETH:

50 FET: The Trustor promises and agrees to pay when due  
51 all claims for labor performed and materials furnished for any  
52 construction, alteration or repair upon the above-described  
53 premises; to comply with all laws affecting said property or  
54 relating to any alterations or improvements that may be made  
55 thereon; not to commit, suffer or permit any acts upon said

1 property in violation of any law, covenant, condition or  
2 restriction affecting said property.

3 SOND: The Trustor promises to properly care for and  
4 keep the property herein described in first-class condition, order  
5 and repair; to care for, protect and repair all buildings and  
6 improvements situate thereon; and otherwise to protect and preserve  
7 the said premises and the improvements thereon and not to commit or  
8 permit any waste or deterioration of said buildings and  
9 improvement or of any premises. If the above-described property  
10 is farm land Trustor agrees to farm, cultivate and irrigate said  
11 premises in proper, approved and husbandmanlike manner.

12 TRD: The following covenants, Nos. 1, 2 (\$70,000.00  
13 amount of surance), 3, 4 (interest 8% per annum), 5, 6, 7  
14 (counsel fee 15%) and 8 of NRS 107.030, are hereby adopted and  
15 made a part of this Deed of Trust.

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

25 FTH: Trustor agrees to pay any deficiency arising from  
26 any cause after application of the proceeds of the sale held in  
27 accordance with the provisions of the covenants hereinabove adopted  
28 by reference.

29 STH: The rights and remedies hereby granted shall not  
30 exclude any her rights or remedies granted by law, and all rights  
31 and remedies granted hereunder or permitted by law shall be  
32 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.

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

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

41 NTH: In the event of a default in the performance or  
42 payment under this Deed of Trust or the security for which this  
43 Deed of Trust has been executed, any notice given under Section  
44 107.080 NRS shall be given by registered letter to the Trustor(s) at  
45 the address herein, P. O. BOX 33; EUREKA, NV 89316

46 and such note shall be binding upon the Trustor(s), Assignee(s),  
47 or Grantee(s) from the Trustor(s).

48 TTH: It is expressly agreed that the trusts created  
49 hereby are revocable by the Trustor.

50 . . .

1 I WITNESS WHEREOF, the said Trustor has executed these  
2 presents thday and year first above written.

3 Craig Allan Smith  
4 CRAIG ALLAN SMITH

5 Shelba Kay Smith  
6 SHELBA KAY SMITH

7 STATE OF CALIFORNIA )  
8 ) ss.  
9 COUNTY OF RIVERSIDE )

10 O MAY 22, 2001, personally appeared  
11 before me, Notary Public, CRAIG ALLAN SMITH and SHELBA KAY SMITH,  
12 personally own or proved to me to be the persons whose names are  
13 subscribed to the above instrument who acknowledged that they  
14 executed this instrument.

15 Kathleen C. Keyes  
16 NOTARY PUBLIC



BOOK 342 PAGE 514  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
Stewart Title Co.  
01 AUG 20 PM 2:35

EUREKA COUNTY NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. FEES // 00

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