

176822

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, hband and wife, as Beneficiary. (It is distinctly  
12 understood at the words "Trustor" and "Beneficiary" and the word  
13 "his" referng to the Trustor or Beneficiary, as herein used, are  
14 intended toand do include the masculine, feminine and neuter  
15 genders andhe singular and plural numbers, as indicated by the  
16 context.)

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

18 Tt said Trustor hereby grants, conveys and confirms  
19 unto said trustee in trust with power of sale, the following  
20 described rd property situate in the County of Eureka, State of  
21 Nevada, to-w:

22 All th certain real property situate in the County of  
23 Eureka State of Nevada, more particularly described as  
24 follow

25 Township 21 North, Range 53 East, M.D.B.&M.  
26 Stion 23: S1/2 and consisting of Three  
27 Hdred Twenty Acres (320) acres, more or less.

28 TCTHER with all dwellings, buildings and  
29 improvements situate thereon.

30 TCTHER with the tenements, hereditaments and  
31 appurtenances thereunto belonging or in anywise  
32 appertaining, and the reversion and reversions,  
reinder and remainders, rents, issues and  
profits thereof.

TCTHER with all water, water rights, rights  
to the use of water, dams, ditches, canals,  
pelines, wells, reservoirs, rights of way,  
and all other means for the diversion or use  
of water appurtenant to the said property or  
a part thereof, or now or hereafter used or  
enjoyed in connection therewith, for irrigation,  
domestic or any other use, or for the drainage  
of all or any part of said lands, including  
vested water rights, permitted water rights and  
certified water rights, together with all  
certificates of appropriation and any and all  
applications to appropriate the waters of the  
State of Nevada, which are appurtenant to the  
above described real property, or any part  
thereof, or used or enjoyed in connection  
therewith. Certificate Number 6482 and

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GARY D. FAIRMAN  
A PROFESSIONAL CORPORATION  
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8901600

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1 Certificate Number 6483.

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

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

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

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

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

32 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  
Per, Inc., by Deed recorded December 1, 1971, in  
Book 41, Page 65, Official Records, Eureka County,  
Nevada.

TO HAVE AND TO HOLD the described premises to the  
Beneficiaries, 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.

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 By 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 As 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  
interest of the Trustor, with interest thereon, and any other  
indebtedness or obligation of the Trustor or any of them, and any  
present 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 due or not, or whether  
otherwise secured or not, or whether existing at the time of the  
execution of this instrument, or arising thereafter; also as  
security for the payment and performance of every obligation,  
covenant, promise or agreement herein or in said note or notes  
contained.

33 Trustor grants to Beneficiary the right to record notice  
34 that this Deed of Trust is security for additional amounts and  
35 obligations not specifically mentioned herein but which constitute  
36 indebtedness or obligations of the Trustor for which Beneficiary  
37 may claim this Deed of Trust as security.

38 IN THIS INDENTURE FURTHER WITNESSETH:

39 FIRST: The Trustor promises and agrees to pay when due  
40 all claims for labor performed and materials furnished for any  
41 construction, alteration or repair upon the above-described  
42 premises; to comply with all laws affecting said property or  
43 relating to any alterations or improvements that may be made  
44 thereon; not to commit, suffer or permit any acts upon said

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

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

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

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

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

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

          SENTH: 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.

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

          NTH: 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 NRS shall be given by registered letter to the Trustor(s) at  
the address herein, P. O. BOX 33; EUREKA, NV 89316

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

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

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 On 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 Keyes  
16 NOTARY PUBLIC



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28 BOOK 342 PAGE 514  
29 OFFICIAL RECORDS  
30 RECORDED AT THE REQUEST OF  
31 Stewart Title Co.  
32 01 AUG 20 PM 2:35

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

176822