

176823

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 THIS DEED OF TRUST, made this 20th day of AUGUST
7 2001, by and between CRAIG ALLAN SMITH and SHELBA KAY SMITH,
8 husband and fe, as joint tenants with full right of survivorship,
9 as Trustor, and STEWART TITLE OF NORTHEASTERN NEVADA, a Nevada
10 corporation as Trustee, and HERMAN E. SMITH and SHIRLEY E. SMITH,
11 CO-TRUSTEES OF THE SMITH FAMILY TRUST, DATED THE 10th DAY OF
12 MARCH, 1992, as Beneficiary. (It is distinctly
13 understood by the words "Trustor" and "Beneficiary" and the word
14 "his" referring to the Trustor or Beneficiary, as herein used, are
15 intended to and do include the masculine, feminine and neuter
16 genders and the singular and plural numbers, as indicated by the
17 context.)

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

19 The said Trustor hereby grants, conveys and confirms
20 unto said Trustee in trust with power of sale, the following
21 described real property situate in the County of Eureka, State of
22 Nevada, to-wit:

23 All the certain real property situate in the County of
24 Eureka, State of Nevada, more particularly described as
25 follows:

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

29 TOGETHER with all dwellings, buildings and
30 improvements situate thereon.

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

TOGETHER with all water, water rights, rights
to the use of water, dams, ditches, canals,
pipelines, wells, reservoirs, rights of way,
and all other means for the diversion or use
of water appurtenant to the said property or
any 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
accrued 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

LAW OFFICES
GARY D. FAIRMAN
A PROFESSIONAL CORPORATION
482 FIFTH STREET - P. O. BOX 5
ELY, NEVADA 89301
(775) 289-4422

8801600

1 therewith. Certificate Number 6482 and
2 Certificate Number 6483.

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

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

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

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

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

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

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

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

51 As additional security, Trustor hereby assigns all rents
52 from such property and gives to and confers upon Beneficiary the
53 right, power and authority, during the continuance of these Trusts,

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

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

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

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

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

25 A security for the payment of EIGHTY NINE THOUSAND SIX
26 HUNDRED NINETY EIGHT AND 59/100 DOLLARS (\$89,698.59) in lawful
27 money of the United States of America, with interest thereon in
28 like money and with expenses and counsel fees according to the
29 terms of the Promissory Note or Notes for said sum executed and
30 delivered by the Trustor to the Beneficiary; such additional
31 amounts as may be hereafter loaned by the Beneficiary or his
32 successor 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
may claim this Deed of Trust as security.

37 AT THIS INDENTURE FURTHER WITNESSETH:

38 FET: The Trustor promises and agrees to pay when due
39 all claims for labor performed and materials furnished for any
40 construction, alteration or repair upon the above-described
41 premises; to comply with all laws affecting said property or

1 relating to any alterations or improvements that may be made
2 thereon; not to commit, suffer or permit any acts upon said
3 property in violation of any law, covenant, condition or
4 restriction affecting said property.

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

14 TRD: The following covenants, Nos. 1, 2 (\$89,698.59
15 amount of surance), 3, 4 (interest 8% per annum), 5, 6, 7
16 (counsel fee 15%) and 8 of NRS 107.030, are hereby adopted and
17 made a part of this Deed of Trust.

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

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

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

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

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

45 NTH: In the event of a default in the performance or
46 payment under this Deed of Trust or the security for which this
47 Deed of Trust has been executed, any notice given under Section
48 107.080 NRS shall be given by registered letter to the Trustor(s) at
49 the address herein, P. O. BOX 33; EUREKA, NV 89316

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

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

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

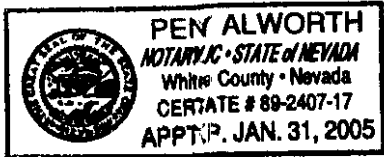
3 Craig Allan Smith
4 CRAIG ALLAN SMITH

5 Shelba Kay Smith
6 SHELBA KAY SMITH

7 STATE OF Nevada)
8)
9 COUNTY OF White Pine) ss.

10 on August 17, 2001, personally appeared
11 before me, Notary Public, CRAIG ALLAN SMITH and SHELBA KAY SMITH,
12 personally known or proved to me to be the persons whose names are
13 subscribed the above instrument who acknowledged that they
14 executed the instrument.

15 Penny Alworth
16 NOTARY PUBLIC



BOOK 342 PAGE 519
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Stewart Title Co.
01 AUG 20 PM 2:36

EUREKA COUNTY NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES 11.00

176823