

1 PARCEL NO. -022-06

2 RECORDING REQUESTED 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 23rd day of August,
 7 2001, by and between SHARLENE L. ESKANDON, an unmarried woman, as
 8 Trustor, a STEWART TITLE OF NORTHEASTERN NEVADA, a Nevada
 9 corporation as Trustee, and BRIAN H. DUNN and JANE E. DUNN,
 10 husband and wife as joint tenants, as Beneficiary. (It is
 distinctly understood that the words "Trustor" and "Beneficiary"
 and the word "his" referring 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 in the context.)

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

12 It is said Trustor hereby grants, conveys and confirms
 13 unto said Trustee in trust with power of sale, the following
 14 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 Parcel Number 15 as shown on that certain Parcel
 18 Map for David A. Pastorino filed in the Office
 of the County Recorder of Eureka County, State of
 Nevada, on April 24, 1989, as File Number 127109,
 19 being a portion of Lot 13, Block C, of Ruby Hill
 Estates Subdivision, according to the official
 20 map thereof, filed in the Office of the County
 Recorder of Eureka County, State of Nevada, on
 21 October 5, 1984, as File Number 96135, and
 amended May 15, 1985, as File Number 98941.

22 EXCEPTING THEREFROM all uranium, thorium, or any
 23 other mineral which is or may be determined to be
 24 particularly essential to the production of
 25 fissionable materials, whether or not of commercial
 value in and under said land reserved by the
 26 United States of America, in Patent recorded
 December 19, 1947, in Book 23, Page 226, Deed
 Records, Eureka County, Nevada.

27 TOGETHER WITH all and singular the tenements,
 28 hereditaments and appurtenances thereunto belonging or in anywise
 29 appertaining and the reversion and reversions, remainder and
 30 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
 31 may hereafter acquire, or, in or to the said premises or any part
 thereof, with the appurtenances.

32 For additional security, Trustor hereby assigns all rents
 from such property and gives to and confers upon Beneficiary the

1 right, power and authority, during the continuance of these Trusts,
2 to collect the rents, issues, and profits of said property,
3 reserving to Trustor the right, prior to any default by Trustor
4 in payment of any indebtedness secured hereby or in performance of
5 any agreement hereunder, to collect and retain such rents, issues,
6 and profits as they become due and payable.

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

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

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

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

28 As security for the payment of SIXTY EIGHT THOUSAND
29 DOLLARS (\$60,000.00) in lawful money of the United States of
30 America, with interest thereon in like money and with expenses and
31 counsel fees according to the terms of the Promissory Note or Notes
32 for said m 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 or any of them, or
any success in interest of the Trustor, with interest thereon,
and any other indebtedness or obligation of the Trustor or any of
them, and a 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; 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 (\$68,000.00
15 amount of surance), 3, 4 (interest 13% 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 FRTTH: 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 GTH: The rights and remedies hereby granted shall not
32 exclude any other 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 taxes or assessments although the same may be assessed
41 against the beneficiary or Trustee.

42 EHTH: All the provisions of this instrument shall
43 inure to, ally, 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 951, ELREKA, NV 89316

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

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

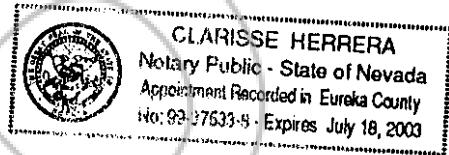
1 IWITNESS WHEREOF, the said Trustor has executed these
2 presents thday and year first above written.

3 Sharlene L. Eskandon
4 SHARLENE L. ESKANDON

5 STATE OF Nevada)
6 COUNTY OF Eureka) ss.

7 On 8/23, 2001, personally appeared
8 before me, Notary Public, SHARLENE L. ESKANDON, personally known
9 or proved to me to be the person whose name is subscribed to the
10 above instrument who acknowledged that she executed the instrument.

11 Clarisse Herrera
12 NOTARY PUBLIC



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

BOOK 42 PAGE 581
OFFICIAL RECORDS
RECORDED THE REQUEST OF
Stewart Title Co.
01 AUG 24 AM 10:51

EUREKA COUNTY NEVADA
M.N. RELEATH RECORDER
FILE # 17832 FEES \$10.00

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