

1 PARCEL 007-380-12  
2 RECORD REQUESTED BY:

3 STEWART TITLE OF NORTHEASTERN NEVADA  
4 P.O. Box 50214  
5 Ely, Neva 89301

6 **DEED OF TRUST**

7 THIS DEED OF TRUST, made this 20th day of August,  
8 2001, and between CHESTER BLAINE HYATT and LINDA LEE HYATT,  
9 husband and wife, as joint tenants with full right of survivorship,  
10 as Trustor, and STEWART TITLE OF NORTHEASTERN NEVADA, a Nevada  
11 corporation, as Trustee, and COMSTOCK FINANCIAL, INC., A Utah  
12 corporation, as Beneficiary. (It is distinctly understood that the  
13 words "Trustor" and "Beneficiary" and the word "his" referring to  
14 the Trustor or Beneficiary, as herein used, are intended to and do  
15 includee masculine, feminine and neuter genders and the singular  
16 and plural numbers, as indicated by the context.)

17 **WITNESSETH:**

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

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

25 Lot 4 as shown on that certain Parcel Map of Lot 4  
26 of Lot 2 of PARCEL 1 JERRY and EDWARD ANDERSON, filed  
27 in the Office of the County Recorder of Eureka County,  
28 State of Nevada, on May 4, 1988, as File No. 118062,  
29 being a portion of Government Lot 16, Section 29,  
30 Township 20 North, Range 53 East, M.D.B.&M.

31 EXCEPTING THEREFROM all oil and gas lying in and under  
32 said land as reserved by the United States of America,  
in Patent recorded March 21, 1966, in Book 10, Page  
205, Official Records, Eureka County, Nevada.

FURTHER EXCEPTING THEREFROM all mineral rights, oil,  
or gas lying on, in, or over said land as reserved  
by JERRY LEE ANDERSON in Deed recorded November 20, 1995,  
in Book 289, Page 531, Official Records, Eureka County,  
Nevada.

TOGETHER WITH all and singular the tenements,  
hereditaments and appurtenances thereunto belonging or anywise  
appertaining, and the reversion and reversions, remainder and  
remains, rents, issues and profits thereof, and also all the  
estate right, title and interest, homestead or other claim or  
demands 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.

As additional security, Trustor hereby assigns all rents  
from said 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,

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A PROFESSIONAL CORPORATION  
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1 reserving unto Trustor the right, prior to any default by Trustor  
2 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.

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

9 The entering upon and taking possession of said property,  
10 the collection of such rents, issues, and profits, and the  
application thereof as aforesaid, shall not cure or waive any  
11 default notice of default hereunder or invalidate any act done  
pursuant to such notice.

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

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

15 As security for the payment of SIXTEEN THOUSAND DOLLARS  
16 (\$16,000) in lawful money of the United States of America, with  
interest hereon in like money and with expenses and counsel fees  
17 according to the terms of the Promissory Note or Notes for said sum  
executed and delivered by the Trustor to the Beneficiary; such  
18 additional amounts as may be hereafter loaned by the Beneficiary or  
his successor to the Trustor or any of them, or any successor in  
19 interest of the Trustor, with interest thereon, and any other  
indebtedness or obligation of the Trustor or any of them, and any  
20 present or future demands of any kind or nature which the  
Beneficiary, or his successor, may have against the Trustor or any  
21 of them whether created directly or acquired by assignment;  
whether absolute or contingent; whether due or not, or whether  
22 otherwise secured or not, or whether existing at the time of the  
execution of this instrument, or arising thereafter; also as  
23 security for the payment and performance of every obligation,  
covenant, promise or agreement herein or in said note or notes  
24 contained.

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

28 AND THIS INDENTURE FURTHER WITNESSETH:

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

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

3             SECOND: 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 by waste or deterioration of said buildings and  
9     improvements or of any premises. If the above-described property  
10    is farmed, Trustor agrees to farm, cultivate and irrigate said  
11    premises in a proper, approved and husbandmanlike manner.

12            THIRD: The following covenants, Nos. 1, 2 (\$16,000.00  
13    amount insurance), 3, 4 (interest 18% per annum), 5, 6, 7  
14    (counsel fees 15%) and 8 of NRS 107.030, are hereby adopted and  
15    made a part of this Deed of Trust.

16            FOURTH: Beneficiary may, from time to time, as provided  
17    by state, 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    original named Trustee herein.

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

29            SIXTH: The rights and remedies hereby granted shall not  
30    exclude other 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  
33    herein expressly set forth shall have the same effect as the  
34    violation of any covenant herein adopted by reference.

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

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

43            NINTH: In the event of a default in the performance or  
44    payment under this Deed of Trust or the security for which this  
45    Deed of Trust has been executed, any notice given under Section  
46    107.080 shall be given by registered letter to the Trustor(s) at  
47    the address herein, P.O. Box 504 - Eureka, NV 89316

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

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

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IN WITNESS WHEREOF, the said Trustor has executed these present:he day and year first above written.

Chester Blaine Hyatt  
CHESTER BLAINE HYATT

Linda Lee Hyatt  
LINDA LEE HYATT

STATE OF Utah )  
COUNTY Iron ) ss.

On August 20, 2001, personally appeared before me a Notary Public, CHESTER BLAINE HYATT and LINDA LEE HYATT, personally known or proved to me to be the persons whose names subscribed to the above instrument who acknowledged that they executed the instrument.

Notary Public  
JAMI NELSON  
731 S. 1850 W.  
Cedar City, UT 84720  
My Commission Expires  
February 22, 2004  
State of Utah

Jami Nelson  
NOTARY PUBLIC

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OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
Stewart Title & N.E. Nevada  
01 AUG 27 AM 11:15

EUREKA COUNTY NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. 176836 FEES 10.00

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