

PARCEL 007-380-12

RECORD REQUESTED BY:

STEWART TITLE OF NORTHEASTERN NEVADA
P.O. Box 50214
ELY, Neva 89301

DEED OF TRUST

THIS DEED OF TRUST, made this 20th day of August, 2001, and between CHESTER BLAINE HYATT and LINDA LEE HYATT, husband and wife, as joint tenants with full right of survivorship, as Trustor, and STEWART TITLE OF NORTHEASTERN NEVADA, a Nevada corporation, as Trustee, and COMSTOCK FINANCIAL, INC., A Utah Corporation, 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 includee masculine, feminine and neuter genders and the singular and plural numbers, as indicated by the context.)

WITNESSETH:

That said Trustor hereby grants, conveys and confirms 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:

Altho certain real property situate in the County of Eureka, State of Nevada, more particularly described as follows:

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

EXCEPTING THEREFROM all oil and gas lying in and under 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 in 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,

LAW OFFICES
GARY D. FAIRMAN
A PROFESSIONAL CORPORATION
442 FIFTH STREET - P.O. BOX 5
ELY, NEVADA 89301
(775) 283-6222

2921010

LAW OFFICES
GARY D. FAIRMAN
A PROFESSIONAL CORPORATION
482 FIFTH STREET, P.O. BOX 5
ELY, NEVADA 89301
(775) 289-4122

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 thereon 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 the 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 dues 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

LAW OFFICES
GARY D. FAIRMAN
A PROFESSIONAL CORPORATION
485 FIFTH STREET - P. O. BOX 5
ELY, NEVADA 89301
(775) 288-4422

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
46 107.080-9 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.

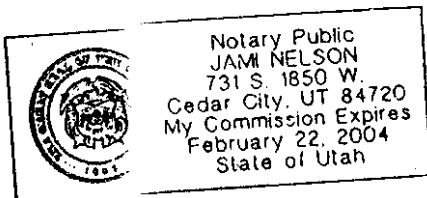
1 IN WITNESS WHEREOF, the said Trustor has executed these
 2 present:he day and year first above written.

3 Chester Blaine Hyatt
 4 CHESTER BLAINE HYATT

5 Linda Lee Hyatt
 6 LINDA LEE HYATT

7 STATE OF Utah)
 8 COUNTY Iron) ss.

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



15 Jami Nelson
 16 NOTARY PUBLIC

17 LAW OFFICES
 18 GARY D. FAIRMAN
 19 A PROFESSIONAL CORPORATION
 20 452 FIFTH STREET - P. O. BOX 8
 21 ELY, NEVADA 89301
 22 (775) 289-4432

23 BOOK 343 PAGE 003
 24 OFFICIAL RECORDS
 25 RECORDED AT THE REQUEST OF
 26 Stewart Title & N.E. Nevada
 27 01 AUG 27 AM 11:15

28 EUREKA COUNTY NEVADA
 29 M.N. REBALEATI, RECORDER
 30 FILE NO. 176836
 31 FEES 10⁰⁰

32 -4-

BOOK 343 PAGE 006