

181969

1 PARCEL NO. 9-380-32

2 RECORDING RUESTED BY:

3 STEWART TITLE OF NORTHEASTERN NEVADA
4 P.O. Box 1504
Ely, Nevada 89301

5 DEED OF TRUST

6 THIS DEED OF TRUST, made this 6th day of June,
7 2003, by and between CHESTER BLAINE HYATT AND LINDA LEE HYATT,
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 COMSTOCK FINANCIAL INC., A UTAH
11 CORPORATION.s Beneficiary. (It is distinctly understood that the
12 words "Trust" and "Beneficiary" and the word "his" referring to
13 the Trustor Beneficiary, as herein used, are intended to and do
14 include the masculine, feminine and neuter genders and the singular
and plural numbers, as indicated by the context.)

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

12 The 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 Lot 4 as shown on that certain Parcel Map of Lot 4,
18 of Lot 2 of PARCEL 1, JERRY and EDWARD ANDERSON filed
19 in the Office of the County Recorder of Eureka County,
20 State of Nevada, on May 4, 1988, as File No. 118062,
21 which contains a portion of Government Lot 16, Section 29,
22 TOWNSHIP 20 NORTH, RANGE 53 EAST, M.D.B.&M.

23 EXCEPTING THEREFROM all oil and gas lying in and under
24 said land as reserved by the UNITED STATES OF AMERICA,
25 in Patent recorded March 21, 1966, in Book 10, Page
2. Official Records, Eureka County, Nevada.

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

29 TOGETHER WITH all and singular the tenements,
30 hereditaments and appurtenances thereunto belonging or in anywise
31 appertaining and the reversion and reversions, remainder and
32 remainders, rents, issues and profits thereof, and also all the
33 estate, right, title and interest, homestead or other claim or
34 demand, as far in law as in equity, which the Trustor now has or
35 may hereafter acquire, or in or to the said premises or any part

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GARY D. FAIRMAN
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
3 any agreement hereunder, to collect and retain such rents, issues,
4 and profits they become due and payable.

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

26 A security for the payment of TWENTY FOUR THOUSAND
27 DOLLARS (\$2000.00) in lawful money of the United States of
28 America, with interest thereon in like money and with expenses and
29 counsel fees according to the terms of the Promissory Note or Notes
30 for said security executed and delivered by the Trustor to the
31 Beneficiary such additional amounts as may be hereafter loaned by
32 the Beneficiary or his successor to the Trustor or any of them, or
33 any success in interest of the Trustor, with interest thereon,
34 and any other indebtedness or obligation of the Trustor or any of
35 them, and any present or future demands of any kind or nature which
36 the Beneficiary, or his successor, may have against the Trustor or
37 any of them whether created directly or acquired by assignment;
38 whether absolute or contingent; whether due or not, or whether
39 otherwise secured or not, or whether existing at the time of the
40 execution of this instrument, or arising thereafter; also as
41 security for the payment and performance of every obligation,
42 covenant, promise or agreement herein or in said note or notes
43 contained.

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

49 A THIS INDENTURE FURTHER WITNESSETH:

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

2 SEND: 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 improvements 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 (\$24,000.00
11 amount of insurance), 3, 4 (interest 18% 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 FOETH: Beneficiary may, from time to time, as provided
15 by statute, 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
substituted as Trustee hereunder with the same effect as if
originally named Trustee herein.

21 FIH: Trustor agrees to pay any deficiency arising from
22 any cause as per application of the proceeds of the sale held in
23 accordance with the provisions of the covenants hereinabove adopted
by reference.

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

29 SENTH: In the event of any tax or assessment on the
30 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 tax or assessments although the same may be assessed
against the beneficiary or Trustee.

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

34 NIH: In the event of a default in the performance or
35 payment under this Deed of Trust or the security for which this
36 Deed of Trust has been executed, any notice given under Section
37 107.080 NRS shall be given by registered letter to the Trustor(s) at
38 the address herein, P. O. BOX 504; EUREKA, NV 89316

39 and such note shall be binding upon the Trustor(s) Assignee(s)

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presents they and year first above written.

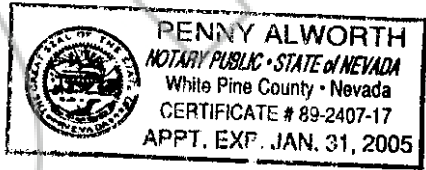
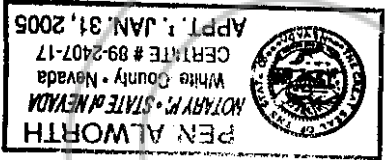
Chester Blaine Hyatt
CHESTER BLAINE HYATT

Linda Lee Hyatt
LINDA LEE HYATT

STATE OF Nevada)
COUNTY OF White Pine) ss.

On June 6, 2003, personally appeared before me, Notary Public, CHESTER BLAINE HYATT and LINDA LEE HYATT, persolly known or proved to me to be the persons whose names are sucribed to the above instrument who acknowledged that they execute the instrument.

Penny Alworth
NOTARY PUBLIC



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