

181969

1 PARCEL NO. 9-380-32

2 RECORDING REQUESTED 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 6<sup>th</sup> 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.)

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

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

20 All the certain real property situate in the County of  
21 Eureka State of Nevada, more particularly described as  
22 follow

23 Lot 4 as shown on that certain Parcel Map of Lot 4,  
24 of Lot 2 of PARCEL 1, JERRY and EDWARD ANDERSON filed  
25 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.

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

30 FURTHER EXCEPTING THEREFROM all mineral rights, oil,  
31 gas lying on, in, or over said land as reserved  
32 by JERRY LEE ANDERSON in Deed recorded November 20,  
33 15, in Book 289, Page 531, Official Records,  
34 Eureka County, Nevada.

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

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

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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 Up on 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:

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

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

TRD: The following covenants, Nos. 1, 2 (\$24,000.00  
amount of insurance), 3, 4 (interest 18% per annum), 5, 6, 7  
(counsel fee 15%) and 8 of NRS 107.030, are hereby adopted and  
made a part of this Deed of Trust.

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

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

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

SETH: In the event of any tax or assessment on the  
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.

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

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

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

1 presents theay and year first above written.

2 Chester Blaine Hyatt  
3 CHESTER BLAINE HYATT

4 Linda Lee Hyatt  
5 LINDA LEE HYATT

6 STATE OF Nevada )  
7 COUNTY OF White Pine ) ss.

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

11 Penny Alworth  
12 NOTARY PUBLIC

