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A.P.N. # _____
ESCROW NO. 032304353

182006

RECORDING REQUESTED BY:
STEWART TITLE COMPANY
WHEN RECORDED MAIL TO:

Walter L. Plaskett
3702 S. Virginia St., G12 #255
Reno, NV 89502-6030

03610786

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made: **13th** day of **May**, 2003, between,
TOMMYE J. PLASKETT, an unmarried woman (whose address is P.O. Box 10, Eureka, NV 89316)

herein called "Trustor", **STEWART TITLE OF Northern Nevada**, a Nevada corporation,
herein called "Trustee", and **Walter L. Plaskett, an unmarried man**

(whose address is **32 S. Virginia St. G12 #255, Reno, NV 89502-6030**)

herein called "Beneficiary"

WITNESSETH:

That Trustor irrevocably grants trustee in trust, with power of sale, all interest of Trustor in that certain property situate in **Eureka** County, State of Nevada, more particularly described as follows:
See Exhibit "A" attached heretofore by reference made a part hereof for complete legal description.

TOGETHER WITH, the tenements hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and residues, rents, issues and profits thereof, subject, however, to the right of Beneficiary, during any period of default hereunder, and without waiver of such default, to collect said rents, issues, and profits by any lawful means, and to apply the same less costs and expenses of collection, to any indebtedness secured hereby.

FOR THE PURPOSE OF SECURING: (1) payment of the sum of \$ **100,000.00** and the interest thereon according to the terms of a promissory note of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; and (3) payment additional sums and interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

AND THIS INDENTURE FURTHER WITNESSETH:

1. Trustor agrees to properly care and keep said property in good condition and repair; not to remove or demolish any building thereon; to complete in good and workmanlike manner any building which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, ordinances and regulations relating to any alterations or improvements made thereon; not to commit or permit any waste thereof; not to commit, suffer, or permit any act to be done in or upon said property in violation of any law, covenant, condition, or restriction affecting said property cultivate, irrigate, fertilize, fumigate, prune, and/or do any other act or acts, all in a timely and proper manner, with, from the character or use of said property, may be reasonably necessary, the specific enumerations herein not excluding general.
2. Trustor agrees to pay and discharge all costs, fees and expenses of this trust incurred in connection with any default by Trustor.
3. During the continuance of this trust, Trustor covenants to keep all buildings that may now or at any time be on said property in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies

CONTINUED ON NEXT PAGE

authorized to issue such insurance in State of Nevada. Said insurance shall be at least in the sum of all obligations having priority over this deed of trust, or the maximum full insurable value of such buildings, whichever is less. Said insurance shall be payable to Beneficiary to the extent of any monetary loss suffered by Beneficiary as a result of the breach by Trustor of a provision of this deed or of the Agreement hereby secured. The policy or policies of said insurance shall be delivered to Beneficiary or the collection agent of Beneficiary, as further security, and in default thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such sum or sums Beneficiary shall deem necessary. Amount collected by Beneficiary under any fire or other insurance policy may be applied by Beneficiary upon any monetary loss suffered by Beneficiary as a result of the breach by Trustor of a provision of this Deed of Trust or of the Agreement secured hereby, or, at the option of Beneficiary, the entire amount so collected, or any part thereof, may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any action done pursuant to such notice.

4. Trustor promises and agrees that during the existence of this trust, there be commenced or pending any suit or action affecting said property, or any part thereof, or the title thereto, or if any adverse claim for or against said property, or any part thereof, be made or asserted, he shall appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.

5. Any award of damages in connection with any condemnation for public use of, or injury to said property, or any part thereof, is hereby assigned and shall be paid to Beneficiary, who may apply or release such moneys received by him in the same manner and with the same effect herein provided for disposition of proceeds of insurance.

6. Trustee shall be under no obligation to notify any party hereto of any pending sale of said property, whether such sale is by foreclosure or otherwise or of any action or proceeding in which Trustor or Beneficiary or Trustee shall be a party, unless brought by Trustee.

7. At any time, and from time to time without liability therefor and without notice to Trustor, upon written request of Beneficiary and presentation of this Deed of Trust and the Agreement secured hereby for endorsement, and without affecting the personal liability of any person or performance of the Agreement secured hereby or the effect of this deed of trust upon the remainder of said property, Trustor may: reconvey any part of said property; consent in writing to the making of any map or plat thereof; join in granting any easement thereon, or join in any extension agreement or subordination agreement in connection herewith.

8. Upon receipt of written request from Beneficiary that the Agreement secured hereby has been performed and upon the surrender of this Deed of Trust and Agreement secured hereby to Trustee for cancellation and retention, or such other disposition as Trustee, in its sole discretion, may choose, and upon payment of its fees, the Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantor in such reconveyance may be described in general terms as "the person or persons legally entitled thereto".

9. Should Trustor default in any covenant or condition of the Agreement secured hereby, or in the performance of any of the covenants and agreements hereinafter contained or incorporated herein by reference, Beneficiary may proceed to exercise the remedies herein provided.

(a) Should default be made by Trustor in payment of any indebtedness secured hereby and/or in performance of any agreement herein, then Beneficiary shall declare all sums secured hereby immediately due by delivery to Trustee of a written declaration of default and demand for same, and of written notice of default and election to cause said property to be sold (which Trustee shall cause to be filed for record) and shall surrender to Trustee this Deed, the notes and all documentation evidencing any expenditure secured hereby.

(b) After three months shall have passed following recordation of such notice of default, Trustee shall sell said property at such time and at such place in the State of Nevada as the Trustee, in its sole discretion, shall deem best to accomplish the objects of these Trusts, having given notice of such sale as then required by law. Place of sale may be either in the county in which the property to be sold, or any part thereof, is situated, or at an office of the Trustee located in the State of Nevada.

(c) The Grantor, Pledgor and rtgagor of the personal property herein pledged and/or mortgaged waives any and all other demands or notices as conditiorecedent to sale of such property.

(d) Trustee may postpone sale dl, or any portion, of said property by public announcement at the time fixed by said notice of sale, and may thereaftostpone said sale from time to time by public announcement at the time previously appointed.

(e) At the time of sale so fixed trustee may sell the property so advertised or any part thereof, either as a whole or in separate at its sole discretion, at pubauction, to the highest bidder for cash in lawful money of the United States, payable at time of sale, and shall deliver to purser, a deed conveying the property so sold, but without covenant or warranty, express or implied, Grantor hereby agrees to render, immediately and with demand, possession of said property to such purchaser.

10. Trustee shall apply the proceeds any such sale to payment of, expenses of sale and all charges and expenses of Trustee and of these Trusts, including cost of evidence of title and Trustee's fee in connection with sale; all sums expended under the terms hereof, not then repaid, with aed interest at the rate of ten percent (10%) per annum, all other sums then secured hereby, and the remainder, if any, to: person or persons legally entitled thereto.

11. The following covenants No. 1, 4 (interest 12%), 5, 6, 7 (counsel fees - a resonable percentage), 8 and 9 of Nevada Revised Statutes 107.030, are herebyopted and made a part of this Deed of Trust.

12. Trustor agrees to pay any deficiy arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants einabove adopted by reference.

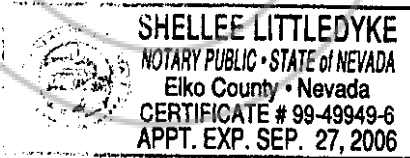
13. This Deed of Trust applies to, ies to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successoral assigns. It is expressly agreed that the Trust created hereby is irrevocable by Trustor.

14. Trustee accepts this trust when :Deed of Trust, duly executed and acknowledged is made a public record as provided by law, reserving, however, unto the Txxe, the right to resign from the duties and obligations imposed herein whenever Trustee, in its sole discretion, deems such resation to be in the best interest of the Trustee. Written notice of such resignation shall be given to Trustor and Benefiy.

15. In this Deed of Trust, whenever context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. e term "Beneficiary" includes any future holder of the note secured hereby. The term "Trustor" includes the term "Grantor"

Executed this 3rd day of June

Tommie J. Plasket
TOMMYE J. PLASKETT



STATE OF Nevada

COUNTY OF ELKO SS.

This instrument was acknowledged bre me on June 3, 2003,
by, TOMMYE J. PLASKE

Signature [Signature]
Notary Public

Exhibit "A"

LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of Eureka, described as follows:

PARCEL 1:

TOWNSHIP 21 NORTH, RANGE 53 EAST, M.D.B.&M.

Section 1: A:

EXCEPTING THEREFROM all that portion of said land as conveyed to JOSEPH L. RAND and ELLEN M. RAND, His Wife, in Deed recorded June 22, 1977 Book 60, Page 12, Official Records, Eureka County, Nevada.

PARCEL 2:

A parcel of land located in the NE1/4 of Section 12, TOWNSHIP 21 NORTH, RANGE 53 EAST, M.D.B.&M. more particularly described as follows:

Commencing at the NW Corner of said Section 12, thence South 89°21'47" East, 906.68 feet to Corner No. 1, the true point of beginning being on the Southerly right-of-way of 11th Street;

THENCE South 897'31" East, 1,346.23 feet along the said Southerly right-of-way of 11th Street to Corner No. 2 being also on the Westerly right-of-way of Eureka County Road M-101 (Java).

THENCE South 0°03" West, 1,346.23 feet along said Westerly right-of-way of Eureka County Road M-101 (Java) to Corner No. 3;

THENCE from a tangent bearing North 0°11'03" East, on a curve to the left with a radius of 1,342.88 feet, through a central angle of 90°08', for an arc length of 2,112.74 feet to Corner No. 1, the point of beginning.

EXCEPTING THEREFROM all the oil and gas in the lands so patented as reserved by the United States of America in Patent recorded November 19, 1962 in Book 26, Page 306, Deed Records, Eureka County, Nevada.

PARCEL 3:

Continued on next page

Order No. 030186

TOWNSHIP 21 NOR, RANGE 54 EAST, M.D.B.&M.

Section 5: Ls 1, 2, 3 and 4; S1/2NE1/4; S1/2NW1/4; SE1/4;
SW4;

EXCEPTING FROM Lots 3 and 4; S1/2NW1/4; SW1/4 of Section 5, all
the oil and gas the lands so patented as reserved by the
United States of America in Patent recorded May 10, 1963 in
Book 26, Page 4, Deed Records, Eureka County, Nevada.

FURTHER EXCEPTS FROM Lots 1 and 2; S1/2NE1/4; SE1/4 of
Section 5, all the oil, gas, potash and sodium in the land so
patented as reserved by the United States of America in Patent
recorded February 5, 1968 in Book 22, Page 160, Official
Records, Eureka County, Nevada.

Book 60 Page

-2-

BOOK 360 PAGE 250-254
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Stewart J. [illegible]
2003 JUN 20 AM 10:48

EUREKA COUNTY NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES 18⁰⁰

182006

BOOK 362 PAGE 254