

BOOK 372 PAGE 116-119
OFFICIAL RECORDS
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Mt Wheeler Power
2003 DEC -5 PM 3:28

EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES 17.00

(SINGLE GRANOR)

184418

DEED OF TRUST

~~December~~ THIS DEED OF TRUST, made this 1ST day of NOVEMBER, 2003, by and between BETSY A. CARRION of EUREKA, NEVADA, as Grantor, and MT. WHEELER POWER, INC., a Nevada Corporation, as Trustee and Beneficiary.

WITNESSETH:

That Grantor hereby grants, transfers and assigns to the Trustee in trust, with power of sale, all of the following described real property situate in the Townsite of EUREKA, County of EUREKA State of Nevada, more particularly described as follows:

--PROPERTY COMMONLY KNOWN AS 20 EAST BATEMAN, EUREKA NV--AS DESCRIBED IN EXHIBIT "A"--.

TO HAVE AND TO HOLD the same unto said Trustee and its successors, in trust, to secure the performance of the following obligations; and payment of the following debts:

ONE: Paymt of an indebtedness evidenced by a certain Promissory Note dated NOVEMBER, 2003, in the principal amt of SEVEN THOUSAND TWENTY THREE DOLLARS AND 33/100 DOLLAR (\$ 7,023.33), with the interest thereon, expenses, attorney fees and other payments therein provided, executed and delivered by the Grantor payable to the Beneficiary in order, and any and all extensions or renewals thereof.

TWO: Paymt of such additional amounts as may be hereafter owed by the Beneficiary to the Grantor or any successor interest of the Grantor, with interest thereon, expenses and attorney fees, and any other indebtedness or obligation of the Grantor to the Beneficiary.

THREE: Payment of all other sums with interest thereon becoming due or payable under the provisions hereof to Beneficiary.

FOUR: Paynt, performance and discharge of each and every obligation, covenant, promise and agreement of Grantor herein or isaid note contained and of all renewals, extensions, revisions and amendments of the above described notes and another indebtedness or obligation secured hereby.

To protect the security of this Deed of Trust, it is agreed as follows:

1. The beneficiary has the right to record notice that this Deed of Trust is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations of the Grantor for which the Beneficiary may claim this Deed of Trust as security.

2. The Grantor shall keep the property herein described in good condition, order and repair; shall not remove, demolish, neglect, or damage any buildings, fixtures, improvements or landscaping thereon or hereafter placed or constructed thereon; shall not commit or permit any waste or deterioration of the land, buildings and improvements; and shall not allow to be done, anything which shall impair, less, diminish or deplete the security hereby given.

3. The following covenants, Nos. 1; 2 (unpaid principal balance); 3 (5%); 5; 6; 7 (reasonable); 8; and 9 of N.R.S. 107.0, are hereby adopted and made a part of this Deed of Trust. In connection with Covenant No. 6, it shall be deemed to include and apply to all conditions, covenants and agreements contained herein in addition to those adopted by reference and to any and all defaults or deficiencies in the performance of this Deed of Trust.

4. All payments secured hereby shall be paid in lawful money of the United States of America.

5. The beneficiary and any persons authorized by the Beneficiary all have the right to enter upon and inspect the premises at all reasonable times.

6. In case of condemnation of the property subject hereto, or a part thereof, by paramount authority, all of any condemnation award to which the Grantor shall be entitled less costs and expenses of litigation, is hereby assigned by the Grantor to the Beneficiary, who is hereby authorized to receive and receipt for the same and apply such proceeds received, toward the payment of the indebtedness hereby secured, whether due or not.

7. If default be made in the performance or payment of the obligation, note or debt secured hereby or in the performance of any of the terms, conditions and covenants of this Deed of Trust, or the payment of any sum or obligation to be paid hereunder, or upon the occurrence of any act or event of default hereunder, and such default is not cured within thirty five (35) days after written notice of default and of election to sell said property given in the manner provided in R.S. 107.080 as in effect on the date of this Deed of Trust Beneficiary may declare all notes, debts and sums secured hereby or payable hereunder immediately due and payable although the date of maturity has not yet arrived.

8. The promissory Note secured by this Deed of Trust is made a part hereof as if fully herein set out.

9. The commencement of any proceeding under the bankruptcy or insolvency laws by or against the Grantor or the maker of the note secured hereby; or the appointment of receiver for any of the assets of the Grantor hereof or the maker of the note secured hereby, or the making by the Grantor or the maker of the Note secured hereby of a general assignment for the benefit of creditors, shall constitute a default under this Deed of Trust.

10. The rights and remedies herein granted shall not exclude any other rights or remedies granted by law, and all rights or remedies granted hereunder or permitted by law shall be concurrent and cumulative.

11. All the provisions of this instrument shall inure to and bind theirs, legal representatives, successors and assigns, of each party hereto respectively as the context permits. The word "Grantor" and any reference thereto shall include the masculine, feminine and neuter genders.

12. Any notice given to Grantor under Section 107.080 of N.R.S. or in connection with this Deed of Trust shall be given by registered or certified letter to the Grantor addressed to the address set forth near the signatures on this Deed of Trust, or at such substitute address as Grantor may direct in writing to Beneficiary and such notice shall be binding upon the Grantor and all Assignees or Grantees of Grantor.

13. It is expressly agreed that the trusts created hereby are revocable by the Grantor.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name by its duly authorized officers this day and year first above written.

GRANTOR:

Betsy A. Carrion

STATE OF NEVADA)


COUNTY OF DOUGLAS)


On DECEMBER 1, 2003, personally appeared before me, a Notary Public, BETSY A. CARRION who acknowledged that SHE executed the above instrument.

Signature of Notary Jodi O. Stovall

GRANTOR'S ADDRESS:

20 EAST BATEM
39 CARSON CRT
ELY, NV 893

 JODI O. STOVALL
Notary Public - State of Nevada
Appointment Recorded in Douglas County
No: 03-79473-5 - Expires November 15, 2006

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