

A.P.N: 003-503-02

04010491-21

RECORDING REQUESTED BY:
Wilson and Barrows, Ltd.
442 Court Street
Elko, Nevada 89801

When recorded mail to:
Vaughan & Hull, Ltd.
Attn: Robert O. Vaughan
P.O. Box 1420, Elko, NV

BOOK 398 PAGE 144-147
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Stewart Title
2004 OCT 25 PM 2:13

EUREKA COUNTY, NEVADA
M.H. REBALEATI, RECORDER
FILE NO. 193180
FEE \$17.00

89803

DEED OF TRUST

THIS DEED OF TRUST, made and entered into as of the 15th day of
October, 2004, by and between Joshua L. Drake, an unmarried man, First Party, hereinafter
called Grantor; Stewart Title of Northeastern Nevada, Title Company, Second Party,
hereinafter called Trustee; and Denise R. Lemler, an unmarried woman of El Cajon,
California, Third Party, hereinafter called Beneficiary; it being understood that the words used
herein in any gender includes all other genders, the singular number includes the plural, and
the plural the singular,

WITNESSETH:

THAT WHEREAS, the said Grantor is indebted to the said Beneficiary,
Denise R. Lemler, in the sum of **Sixty Two Thousand Eight Hundred and Fifty Dollars**
(\$62,850.00), lawful money of the United States, and has agreed to pay the same according to
the terms and tenor of a certain Promissory Note of even date herewith, and made, executed
and delivered by said Grantor to said Beneficiary, which note is in the words and figures as
follows, to wit:

WILSON AND BARROWS, LTD.
ATTORNEYS AT LAW
442 Court St.
ELKO, NEVADA 89801

PROMISSORY NOTE

\$62,850.00.

Elko, Nevada, October 15, 2004.

FOR VALUE RECEIVED, the Maker promises to pay to the order of Denise R. Lemler, an unmarried woman, at El Cajon, California, or wherever payment may be demanded by the holder of this Note, the sum of Sixty Two Thousand Eight Hundred and Fifty Dollars. (\$62,850.00), without interest on the declining balance, all in the manner following, to-wit:

\$650.00, per month, on or before the 10th day of the month after date hereof and a like sum on or before the same day of each and every month thereafter for ninety six months, with a final payment of \$450.00.

The Maker may, at his option, make additional payments or pay the entire unpaid principal in full at any time. Said additional payments shall not be cumulative payments, but the Maker shall in all events, pay at least the sums required by the above payment schedule.

A late penalty in the sum of five dollars (\$5.00) per day for each day after any payment is due until the payment past due is paid.

The Maker and endorsers waive demand, diligence, presentment, protest and notice of protest and nonpayment.

In the event of default in the payment of any sum of principal due hereunder, according to the terms and tenor hereof, or in the performance of any of the provisions of any security instruments now or hereafter securing this Note, the holders may, at their option, declare the entire amount of principal due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

In case of default in the payment of any part of the principal due hereunder, the Maker promises and agrees to pay the holder's reasonable attorney fee and costs incurred in collecting the same before and during litigation or nonjudicial foreclosure.

This Note is secured by Deed of Trust of even date herewith.

/S/ Joshua L. Drake

Joshua L. Drake

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NOW THEREFORE, the said Grantor, for the purpose of securing the payment of said Promissory Note, and also the payment of all monies herein agreed or provided to be paid by the said Grantor, or which may be paid out or advanced by the said Beneficiary or Trustee under the provisions of this instrument, does hereby grant, bargain, sell, convey and confirm unto the said Trustee all of the right, title and interest, claim and demand, as well in law as in equity, which the said Grantor may now have or may hereafter acquire of, in or to the following described real property situate in the County of Eureka, State of Nevada, and being more particularly described as follows, to wit:

Lots 1,2,3,4 and 5 of Block 17 of the Town of Beowawe as shown on the plat filed in the Office of the Eureka County Recorder as File No.2166, Eureka County, Nevada, on June 15, 1908.

TOGETHER WITH any improvements situate thereon, or which are placed thereon during the life of this Deed of Trust.

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the said Trustee, and to its successors and assigns, for the uses and purposes herein mentioned.

This Deed of Trust also secures payment for further sums and the promissory notes evidencing the same, together with interest as shall be provided for therein, as may hereafter be loaned or advanced by the Beneficiary to the Grantor.

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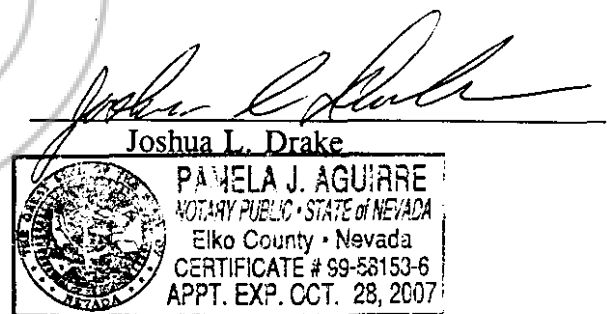
Said Grantor, in consideration of the premises, hereby covenants and agrees that neither the acceptance nor existence, now or hereafter, of other security for the indebtedness secured hereby, nor the release thereof, shall operate as a waiver of the security of this Deed of Trust, nor shall this Deed of Trust nor its satisfaction nor a reconveyance made hereunder operate as a waiver of any such other security now held or hereafter acquired.

The Grantor expressly covenants and agrees at all times during the term hereof, and with respect to the land herein described, and all buildings and other improvements now or hereafter located or placed thereon:

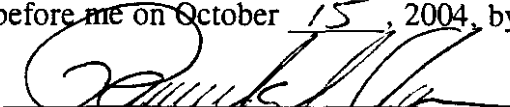
1. To properly care for and maintain the same in their present condition, order and repair, ordinary and reasonable wear and tear excepted.
2. Not to alter, remove or change the present use of the same without the prior written consent of the Beneficiary.
3. Not to commit or permit any waste of the same.
4. Not to do any other act or omit to do any other act which results, or is likely to result, in a reduction or impairment of the value of the same.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand as of the day and year first hereinabove written.

STATE OF NEVADA,)
) ss.
COUNTY OF ELKO)



This instrument was acknowledged before me on October 15, 2004, by Joshua L. Drake.


NOTARY PUBLIC

04090423.dlm

193180

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