

APN 001-093-03

**When Recorded Return To:**  
Chester B. and Linda L. Hyatt  
704 E. 8th St.  
LaCross, Kansas 67548

BOOK **399** PAGE **115-119**  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Chaine Hyatt*  
2004 NOV -2 PM 4:32

EUREKA COUNTY, NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. FEES **18.00**

**193593**

### **DEED OF TRUST**

THIS DEED OF TRUST, made and entered into this *16th 2004* day of October, 2004 by and between **Gilbert A. Mair** and **Zoeann E. Wilson**, as husband and wife, as community property with right of survivorship and not as tenants in common, whose address is P.O. Box 157, Eureka, Nevada, 89316, hereinafter referred to as the Trustors, and **Chester B. Hyatt** and **Linda L. Hyatt**, as husband and wife with rights of survivorship, hereinafter referred to as the Trustees and/or Beneficiaries.

### **WITNESSETH**

That Trustors convey, transfer, and assigns to Trustees in Trust with power of sale, the following described real property located in the County of Eureka, State of Nevada, and more particularly described as follows:

Lot 4 of Lot 4 of Lot 2; Sec. 29, T20, R 53 aka: 585 Hwy 50, Eureka, Nevada

Together with all buildings and improvements situate thereon.

**SUBJECT TO THIS CERTAIN DEED OF TRUST** created by the Trustors in favor of the Trustee and Beneficiary, the beneficial owners of record being **Chester B. Hyatt** and **Linda L. Hyatt**, man and wife with rights of survivorship.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

Trustors irrevocably grants and conveys to Trustees in Trust with power of sale the

above described real property together with leases, rents, issues, profits, or income thereof, all of which are herein called property income; subject, however, to the right, power and authority herein given Beneficiaries to collect and apply such property income and subject to the existing taxes, assessment, liens, encumbrances covenants, conditions, restrictions, rights of way and easements of record.

For purpose of securing (a); performance of each agreement of Trustors herein contained; (b); payment of an indebtedness evidenced by a certain Promissory Note dated the 1st day of October, 2004 and any extension or renewal thereof executed by the Trustors in favor of the Beneficiaries.

The following provisions of N.R.S. 107.030 are adopted by reference as though more fully set forth herein: Covenant 1, Covenant 2 (amount of money set forth in the promissory note) Covenant 3, Covenant 4 (Note rate) Covenant 5, Covenant 6, Covenant 7 (reasonable) and Covenant 9.

Trustors shall bear the cost of recording this document.

To protect the security of this Deed of Trust, Trustors agree:

1. To keep the property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged, or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting the property or requiring any alterations or improvements to be made thereon; To purchase and maintain a comprehensive policy of fire and liability insurance; not to commit, suffer, or permit any act upon the property in violation of law; and to do all other acts which from the care or use of the property may be reasonably necessary, the specific enumeration herein not excluding the general.
2. To appear in and defend any action or proceeding purporting to affect the security hereof or the security hereof or the right or powers of Beneficiaries or Trustees; and to pay all costs and expenses of Beneficiaries or Trustees including costs of evidence of Title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiaries or Trustees may appear or be named in any suit brought by Beneficiaries or Trustees to foreclose this Deed of Trust.
3. To pay before delinquent, all taxes and assessments affecting the property; when due, all encumbrances, charges and liens, with interest on the property or any part thereof which appear to be prior or superior thereto; all cost, fees and expenses to this Trust, including without

limiting the generality of the foregoing the fees of Trustees for issuance of any deed of partial release and partial reconveyance or deed of release and full reconveyance, and all lawful charges, cost, and expenses in the event or reinstatement of, following default in, this Deed of Trust or the obligation secured hereby.

4. If Trustors fail to make any payment or to do any act as herein provided, the Beneficiaries or Trustees, but without obligation to do so and without notice to or demand to the Trustors and without releasing Trustors from any obligations thereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security thereof, Beneficiaries or Trustees being authorized to enter on the property for such purpose; appear in and defend any action or proceeding purporting to affect the security thereof or the rights or powers of Beneficiaries or Trustees; pay, purchase, contest or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior thereto; and in exercising any such powers, pay necessary expenses, employ counsel, and pay reasonable attorney fees.

5. To pay immediately and without demand all sums expended by Beneficiaries or Trustees pursuant to the provisions hereof, together with interest from date of expenditure at the same rate as provided for in the Note secured hereby or at the highest legal rate, whichever is greater. Any amounts paid by Beneficiaries or Trustees shall become a part of the debt secured by this Deed of Trust and a lien on the premises, or immediately due and payable at option of Beneficiaries or Trustees.

IT IS MUTUALLY AGREED THAT:

6. The amount collected by Trustors under any insurance policy may be applied by Beneficiary on any indebtedness secured hereby and in such order as Beneficiaries may determine or, at the option of the Beneficiaries, the entire amount so collected or any part thereof, may be released to Trustors. Such application for release shall not cure or waive any default or notice of Trustees' sale hereunder or invalidate any act pursuant to such notice or any costs related to the commencement of the same. To the extent that there is a partial destruction of the premises or improvements on the real property for which this Deed of Trust acts as security, Beneficiaries shall have the sole and exclusive election as to the manner in which the insurance proceeds paid to Trustors shall be applied either to the reconstruction of the premise, or to the reduction or full payment of the unpaid principal obligation then due and owing to Beneficiaries at the time of said insurance payment. Any partial or total destruction of the improvements situate on the real property for which this Deed of Trust acts as security, shall operate to delay payments made thereon and required to be made as set out in promissory note for which this Deed of Trust acts as security.

7. Any award of damages in connection with any condemnation or taking,, or for

injury by reason of public use, or for damages for private trespass or injury thereto, is assigned and shall be paid to Beneficiaries as further security for all its obligation secured hereby (reserving unto Trustors, the right to sue therefore and the ownership thereon subject to this Deed of Trust), and on receipt of such moneys Beneficiaries may hold them as such further security, or apply or release them in the same manner and with the same effect as above provided for disposition of proceeds of insurance.

8. Time is of the essence of this Deed of Trust. By accepting payment of any sum secured hereby after its due date Beneficiaries do not waive their right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

9. At any time or from time to time, and without notice, on written request from the Beneficiaries and presentation of this Deed of Trust and Note for endorsement, without liability for payment of the indebtedness secured hereby, without affecting the security hereof for the full amount secured hereby and all property remaining subject hereto, and without the necessity that any sum representing the value or any portion thereof of the property affected by Trustees' action be credited on the indebtedness, Trustee may (a) release and reconvey all or any part of the property; (b) consent to the making and/or recording of any map or plat of the property or any part thereof; (c) join in granting any easement thereon and (d) join in or consent to any extension agreement or any agreement subordinating the lien, encumbrance, or charge hereof.

10. On written request of Beneficiaries stating all sums secured hereby have been paid, on surrender of this Deed of Trust and Note to Trustees for cancellation and retention, and payment of its fees, Trustees shall release and reconvey, without covenant or warranty, express or implied, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantees in such reconveyance may be described as "the persons legally entitled thereto."

11. As additional security, Trustors hereby gives to and confers on Beneficiaries the right, power and authority, during the continuance of this Trust to collect the property income, reserving to Trustors the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such property income as it becomes due and payable. On any such default, Beneficiaries may, at any time, without notice, either in person, by agent, or by a receiver to be appointed by a Court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter on and take possession of the property or any part thereof, in his own name sue for or otherwise collect such property income, including that past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, on any indebtedness secured hereby, and in such order as Beneficiaries may determine. The entering on and taking possession of the property, the collection of such property income, and the

application thereof shall not cure or waive any default or notice of Trustees' sale hereunder or invalidate any act done pursuant to such notice.

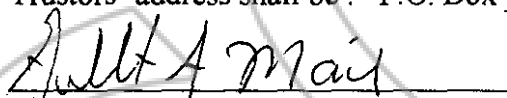
12. On default by Trustors in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Beneficiaries may declare all sums secured hereby immediately due and payable by delivery to Trustors of written notice thereof, setting forth the nature thereof, and of election to cause to be sold the property under this Deed of Trust.


13. Beneficiaries may appoint a successor Trustees in the manner prescribed by law. A successor Trustee herein shall without conveyance from the predecessor Trustee, succeed to all the predecessor's title, estate, rights, powers, and duties. Trustees may resign by mailing or delivering notice thereof to Beneficiaries and Trustors.

14. This Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term "Beneficiaries" shall mean the owners and holders of the Note secured hereby, whether or not named as Beneficiaries herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.

15. Trustees accepted this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Trustees are not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiaries, or Trustees are parties unless brought by Trustees.

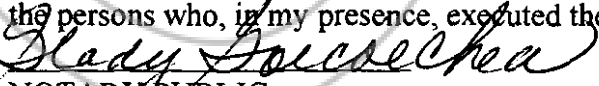
16. For all purposes of any notices or default required by law or otherwise to be given to Trustors, and unless Beneficiaries are otherwise instructed hereafter in writing by Trustors, Trustors' address shall be : P.O. Box \_\_, Eureka, Nevada 89316.

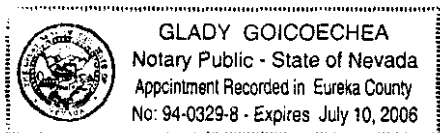
  
GILBERT A. MAIR  
(Trustor)

  
ZOEANN E. WILSON  
(Trustor)

STATE OF NEVADA     )  
                                      ) SS  
COUNTY OF EUREKA    )

PERSONALLY appeared before me, a Notary Public, **GILBERT A. MAIR** and **ZOEANN E. WILSON**, who are personally known to me and who proved to me that they are the persons who, in my presence, executed the within DEED OF TRUST consisting of 5 pages.

  
NOTARY PUBLIC



DEED OF TRUST  
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