

APN: 05-710-04

Recording Requested By:
JD Witt Company
PO BOX 426
Silver Springs, NV 89429

BOOK 406 PAGE 386-392
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Stagecoach Properties
2005 FEB 15 AM 9:58

EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. 196229
FEES 20.00

When Recorded Mail To:
JD Witt Company
PO BOX 426
Silver Springs, NV 89429

SPACE ABOVE FOR RECORDER'S USE ONLY

DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 22nd day of November 2004, between KyleCo Inc, a Nevada Corporation, herein called TRUSTOR, whose address is PO BOX 178 Dayton, NV 89403, JD Witt Company, A Nevada Corporation, herein called TRUSTEE, and Doris Kersch, an Unmarried Woman, herein called BENEFICIARY, whose address is 8595 W. Cimaron Tr. Stagecoach, NV 89429.

WITNESSETH:

That Trustor IRREVOCABLY GRANTS, TRANSFERS, AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in EUREKA County, Nevada, further described as:

See Exhibit "A" attached hereto and by reference made part hereof for complete legal description.

For Addendum to this Deed of Trust see Exhibit "B" attached hereto and by this reference made part hereof.

TOGETHER WITH, the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, 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 cost and expenses of collection, to any indebtedness secured hereby.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Trustor incorporated by reference or contained herein. (2) Payment of the indebtedness evidence be one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$20,000.00 executed by Trustor in favor of Beneficiary or order. (3) Payment of such additional sums as may hereafter be advanced for the account of Trustor or Assigns by Beneficiary with interest thereon.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR FURTHER AGREES:

- 1. Trustor agrees to properly care for and keep said property in good

condition and repair; not to remove or demolish any building thereon; to complete in a workmanlike manner any building which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefore; 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, to cultivate, irrigate, fertilize, fumigate, prune, and/or do any other act or acts, all in a timely and property manner, which from the character or use of said property, may be reasonable necessary, the specific enumerations herein not excluding the general.

2. Trustor agrees to pay and discharge all costs, fees and expenses of the trust incurred in connection with any default by Trustor.

3. The 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 the 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 act done pursuant to such notice.

4. Trustor promises and agrees that if, 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 will 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 affect as 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 therefore 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 for the performance of the agreement secured hereby or the effect of this Deed of Trust upon the remainder of said property, Trustee may: reconvey any part of said property; consent in writing to the making of any map or plat thereof; join in granting any easement thereof or join in any extension agreement or subordination agreement in connection herewith.

8. Upon receipt of written request from the Beneficiary that the Agreement

secured hereby has been performed and upon the surrender of this Deed of Trust and the 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 Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto".

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

(a) Should default be made by Grantor in payment of any indebtedness secured hereby and/or in performance of any agreement herein, then Beneficiary may declare all sums secured hereby immediately due by delivery to Trustee of a written declaration of default and demand for sale, 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 be elapsed following recordation of such 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 first given notice of such sale then required by law. Place of sale may be either in the county in which the property is 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 Mortgagor of the personal property herein pledged and/or mortgaged waives any and all other demands or notices as condition precedent to sale of such property.

(d) Trustee may postpone sale of all, or any portion, of said property by public announcement at the time fixed by said notice of sale, and may thereafter postpone 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 public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale, and shall deliver to purchaser, a deed conveying the property to be sold, but without covenant or warranty, express or implied, Grantor hereby agrees to surrender, immediately and without demand, possession of said property to such purchaser.

10. Trustee shall apply the proceeds of 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 accrued interest at the rate of ten percent (10%) per annum, all other sums

then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

11. Acceptance by Beneficiary of any sum in payment or any indebtedness secured hereby, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as herein provided for failure to pay.

12. 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.

13. 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. It is expressly agreed that the Trust created hereby is irrevocable by Trustor.

14. Trustee accepts these truths when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

15. In this Deed of Trust, whenever the context so requires, the masculine gender included the feminine and/or neuter, and the singular number includes the plural, and the term Beneficiary shall include any future holder, including pledgees, of the note secured hereby.

16. Where not inconsistent with the above the following covenants, No. 1; 2 (a reasonable amount); 3; 4 (10%); 5; 6; 7 (a reasonable percentage); 8 and 9 of Nevada Revised Statutes 107.030 are hereby adopted and made part of this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and any Notice of Sale be mailed to him at his address hereinbefore set forth.

BY SIGNING BELOW, Trustor accepts and agrees to the terms and covenants contained in this Deed of Trust and in any Rider executed by Trustor and recorded with it.

KyleCo Inc., A Nevada Corporation

Paul O. Kyle Trustor
Paul O Kyle, President

_____ Trustor

STATE OF NEVADA)
)ss.
COUNTY OF Lyon)

This instrument was acknowledged before me on 11/22/04, by, Paul O
Kyle as President of KyleCo Inc..

Teri A. Hurt
Notary Public



COPY

APN: 05-710-04

EXHIBIT "A"

Legal Description

All that certain real property situated in the county of Eureka, State of Nevada, described as follows:

TOWNSHIP 30 NORTH, RANGE 48 EAST, MDB&M

Section 9: SW1/4 SW1/4

EXCEPTING THEREFROM all petroleum, oil, natural gas and products derived therefrom as excepted and reserved by SOUTHERN PACIFIC LAND COMPANY in Deed recorded September 24, 1951 in Book 24 of Deeds at Page 168, Eureka County, Nevada.

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EXHIBIT "B"

Beneficiary does hereby agree to the release of portions of the property described in this Deed of Trust under the following conditions:

- A. All payments as required in the Note secured by this Deed of Trust be non-delinquent.
- B. All property taxes on the remaining property be non-delinquent.
- C. All parcels being released and all remaining property be in compliance with all applicable Nevada State Statutes and Eureka County Ordinances dealing with division of land, subdivision and/or subdividing.
- D. Upon payment of \$500.00 per acre, prorated for partial acreage sought to be released. Request for release shall be in writing designating the legal description, stating a date for release not sooner than fifteen (15) days in the future and reflecting deposit of the release price with the Trustee.

196229

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