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OFFICIAL RECORDS
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Colleen Watson
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EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES 46⁰⁰

APN# 02-032-23

Recording Requested by:

200242

Name Colleen Watson

Address P.O. Box 21172

City/State/Zip Crescent Valley, NV 89821

DEED OF TRUST

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2.
(Additional recording fee applies)

This cover page must be typed or printed.

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DEED OF TRUST

THIS DEED OF TRUST, made this 2nd day of August, 2005, by and between, as **COLLEEN WATSON**, of P.O. Box 211172, Crescent Valley, Nevada, Grantor, and **DAVID D. LOREMAN, ESQ.**, of 993 Court Street, Elko, Nevada, as Trustee, and **MICHAEL E. MILLER**, of 352 Third Street, Crescent Valley, County of Eureka, State of Nevada, as Beneficiary.

W_I_T_N_E_S_S_E_T_H:

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 County of Eureka, State of Nevada, more particularly described as follows:

See Attached 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: Payment of an indebtedness evidenced by a certain Promissory Note dated August ____, 2005, in the principal amount of SEVENTEEN THOUSAND TWO HUNDRED TWENTY AND NO/100 DOLLARS (\$17,220.00), a copy of which is attached hereto as Exhibit "B" and made a part hereof.

TWO: Payment of such additional amounts as may be hereafter loaned by the Beneficiary to the Grantor or any successor in 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 either Trustee or Beneficiary.

FOUR: Payment, performance and discharge of each and every obligation, covenant, promise and agreement of Grantor herein or in said note contained and of all renewals, extensions,

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993 COURT STREET
P.O. BOX 250
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revisions and amendments of the above described notes and any other 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 do nor permit to be done, anything which shall impair, lessen, diminish or deplete the security hereby given.

3. The following covenants, Nos. 1; 2 (insurable value); 3; 4 (0%); 5; 6; 7 (reasonable); 8; and 9 of N.R.S. 107.030, 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 shall 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 any part thereof, by paramount authority, all of any condemnation award to which the Grantor shall be entitled less

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2.

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 as 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, Beneficiary may declare all notes, debts and sums secured hereby or payable without notice or demand hereunder immediately due and payable although the date of maturity has not yet arrived.

8. 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.

9. All the provisions of this instrument shall inure to and bind the heirs, legal representatives, successors and assigns, of each party hereto respectively as the context permits. All obligations of each Grantor hereunder shall be joint and several. The word "Grantor" and any reference thereto shall include the masculine, feminine and neuter genders and the singular and plural, as indicated by the context and number of parties hereto.

10. 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.

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3.

IN WITNESS WHEREOF, the Grantor has executed these presents the day and year

first above written.

GRANTOR:


COLLEEN WATSON

GRANTOR'S ADDRESS:

P. O. Box 211172
Crescent Valley, NV 89821

STATE OF NEVADA)
) SS.
COUNTY OF ELKO)

This instrument was acknowledged before me on August 2, 2005 by COLLEEN WATSON.


NOTARY PUBLIC



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4.

EXHIBIT "A"

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

Lot 22 Block 12, of CRESCENT VALLEY RANCH & FARMS UNIT NO. 1, as per map recorded in the office of the County Recorder of Eureka County, Nevada as File No. 34081.

PROMISSORY NOTE

Date 8-2-05
Elko, Nevada

\$17,220.00

FOR VALUE RECEIVED, the undersigned **COLLEEN WATSON** promises to pay to the order of **MICHAEL E. MILLER** at 352 Third Street, Crescent Valley, County of Eureka, State of Nevada or wherever payment may be demanded by the holders of this Note, the principal sum of SEVENTEEN THOUSAND TWO HUNDRED TWENTY AND NO/100 DOLLARS (\$17,220.00), without interest thereon, from July 25, 2005 until paid, both principal and interest payable in the following manner:

\$420.00, shall be paid on or before July 25, 2005, and a like payment of \$420.00, on or before the 25th day of each month, for a period of 41 months.

Clyde G. Hieb, Sr. shall receive \$100.00 of the first 18 payments and thereafter all monthly payments will be paid to **MICHAEL E. MILLER**.

Each payment shall be applied first to principal as of the date of payment. All payments shall be in lawful money of the United States of America.

The makers shall have the right to pay all or any portion of this note at any time, provided, however, any additional payments shall not be cumulative payments, but the makers shall, in all events pay each monthly installment as it comes due until the Note is paid in full.

The makers, co-makers, endorsers, guarantors and sureties, jointly and severally, waive presentment, protest and notice of dishonor, and waive diligence in collecting, and agree that this Note may be renewed or extended from time to time, and that any security here for may be released or discharged partially or in full and that additional co-makers, guarantors, and sureties may

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become parties hereto, without notice to or the consent of any of them, and without affecting their liability hereon.

If any default or deficiency be made in: (1) the payment of this Note, or any portion or installment hereof; or (2) in the performance of the Deed of Trust, Security Agreement or other agreements, documents or instruments, or other lien or encumbrance which secures the payment of this Note; or (3) in the payment and performance of any other Deed of Trust, mortgage, security agreement or other lien or encumbrance or the note or debt secured thereby which is to be paid or performed by the makers of this note, which security affects all or any portion of the property which secures the payment of this Note; and such default or deficiency is not cured and made good within thirty-five (35) days in the manner and after the notice specified in NRS 107.080, as in effect on the date of this Note, then, at the option of the holder of this Note, the entire unpaid principal balance hereof, together with all accrued interest and other sums payable hereunder and under the terms of the security here for shall become immediately due and payable in full, although the time of maturity expressed in this Note shall not have arrived.

The makers further agree to pay all costs, charges and expenses, including reasonable attorney fees, incurred by the holder of this Note, incident to the collection hereof, or any portion, in the event of default or deficiency in the payment of this Note, or any portion hereof, or in the performance of the Deed of Trust or other security which secures it.

A Deed of Trust secures the payment of this Note.


COLLEEN WATSON

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STATE OF NEVADA)
) SS.
COUNTY OF ELKO)

This instrument was acknowledged before me on August 8, 2005 by COLLEEN WATSON.


NOTARY PUBLIC



200242

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