

APN: 002-019-09  
002-019-10  
002-019-13

When recorded mail to:  
Stewart Title Company  
Attn: Linda-Installment Collection Dept.  
810 Idaho Street  
Elko, NV 89801

05212895

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OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Stewart Title*  
2005 NOV -4 PM 1:14

EUREKA COUNTY, NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. FEES 43.00

201457

**DEED OF TRUST**

THIS DEED OF TRUST, made this 4th day of November, 2005, by and between BETTY J. TOMPOROWSKI also known as BETTY TOMPOROWSKI, a widow ("Beneficiary"); STEWART TITLE OF NORTHEASTERN NEVADA ("Trustee"); and VICKIE J. ETCHINEK, an unmarried woman, ("Trustor").

**WITNESSETH:**

That the said Trustor hereby grants, bargains, sell, conveys and confirms unto the said Trustees, and to its successors and assigns, with power to sell, the following described real property situate in the State of Nevada, County of Eureka, to-wit:

PARCEL 1:

u  
Lots 3, 26, 27 and 28 of Block 10 of Crescent Valley Ranch & Farms Unit No. 1, according to the official map thereof, filed in the Office of the County Recorder of Eureka County, State of Nevada, as File Number 34081.

PARCEL 2:

Lot 4 of Block 10 of Crescent Valley Ranch & Farms Unit No. 1, according to the official map thereof, filed in the Office of the County Recorder of Eureka County, State of Nevada, as File Number 34081.

EXCEPTING FROM PARCELS 1 AND 2, all petroleum, oil, natural gas and products derived therefrom, within or underlying said land or that may be produced therefrom, and all rights thereto as reserved by Southern Pacific Land Company, in deed recorded September 24, 1951 in Book 24 of Deeds at Page 168, Eureka County, Nevada.

FURTHER EXCEPTING FROM Lots 27 and 28 any and all oil rights, including the right of entry for exploration and production of oil or other hydrocarbons as reserved by Nevada Title Guaranty, a Nevada corporation, in deed recorded January 29, 1970

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in Book 34, Page 243, Official Records, Eureka County, Nevada.

FURTHER EXCEPTING FROM Lots 3 and 26 any and all oil rights, including the right of entry for exploration and production of oil or other hydrocarbons as reserved by First American Title Company of Nevada formerly known as Nevada Title Guaranty Company, a Nevada corporation, in deed recorded February 4, 1974 in Book 47, Page 221, Official Records, Eureka County, Nevada.

FURTHER EXCEPTING FROM Lot 4 any and all oil rights, including the right of entry for exploration and production of oil or other hydrocarbons as reserved by First American Title Company of Nevada formerly known as Nevada Title Guaranty Company, a Nevada corporation, in deed recorded July 2, 1974 in Book 48, Page 499, Official Records, Eureka County, Nevada.

SUBJECT to all taxes, assessments, reservations, exceptions, and all easements, rights of way, conditions, restrictions and covenants as may now appear of record.

TOGETHER WITH any and all buildings and improvements situate thereon.

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

TO HAVE AND TO HOLD the same unto the said Trustees, and to its successors and assigns, upon the trusts, covenants and agreements herein expressed and as security for the payment of a certain Promissory Note of even date herewith, for the sum of \$150,000.00, including interest from November 4, 2005 at the rate of EIGHT (8%) per annum, payable monthly in principal and interest installments of \$1,254.66, or more.

First payment shall commence on December 1, 2005 and continue on the same day of each subsequent month for a period of five years, at which time the then unpaid principal balance together with all accrued interest shall become due and payable.

This Deed of Trust is also given as security for the payment of any and all monies which the Beneficiary and Trustee, or either of them, may or shall hereafter loan or advance to the Trustors, or advance for its account, even though the said loan or advance may be secured by other mortgage or Deed of Trust, and a security for the payment of all other monies that may become due from the

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Trustors from any cause whatsoever, including the payment of all other monies hereby agreed or provided to be paid by the Trustors, or which may be paid out, or advanced, by the Trustee, or by the Beneficiary, under the provisions of this Deed of Trust.

The Trustors hereby covenants and agrees:

FIRST: The Trustors promises and agrees to properly care for and keep the property herein described, including any fences, buildings and other improvements thereon, in at least as good a condition of repair and maintenance as the same now are, subject to normal wear and tear, and to care for, protect and maintain any and all buildings situate thereon, and to otherwise protect and maintain said premises and not to commit or permit any waste or deterioration thereof. The Trustors may make such alterations or improvements as they may desire on said premises, so long as they do not lessen the value of said property, and Trustors shall pay, when due, all claims for labor performed or material furnished thereon.

SECOND: The Beneficiary, or their duly authorized agents, shall at all reasonable times have the right to enter upon said premises and inspect the same.

THIRD: The Trustors covenants, warrants and represents that the title conveyed is a fee simple absolute title, free and clear of all encumbrances; that he will forever warrant and defend the title to the premises above mentioned to the Trustee and Beneficiaries and their successors and assigns, against all lawful claims and demands of all persons whomsoever.

FOURTH: The following covenants, Nos. 1, 3, 4, 5, 6, 7 (8%), 8, and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

FIFTH: The reconveyance of this Deed of Trust shall be at the cost and expense of the Trustor, or such other persons entitled to reconveyance.

SIXTH: The acceptance by said Beneficiary of any payment of the indebtedness hereby

secured shall not operate as a waiver by the Beneficiary of any default by the Trustor made previously to such payment in any of the covenants or agreements to be made, kept and performed by the Trustors herein provided.

SEVENTH: The Trustors hereby covenants and agrees that neither the acceptance nor existence, now or hereafter, of any 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 such other security now held or hereafter acquired.

EIGHTH: All the provisions of this instrument shall apply to and bind the legal representatives, successors and assigns of the respective parties hereto, and it is distinctly understood and agree that the words Trustors, Grantor, Trustee or Beneficiary, as used in this instrument, and any pronoun referring thereto, is intended to and does include the masculine, feminine and neuter genders, and the singular and plural numbers; that the covenants and agreements of the Trustor or Grantor herein shall be construed to the joint and several covenants and agreements of all persons who sign this instrument; that if any provision of this Deed of Trust be judicially declared invalid, such decision shall not affect the validity of the remaining provisions, and if any sale made hereunder shall be judicially declared invalid or deemed by the Beneficiary to be invalid, such sale shall not exhaust the power of sale, and the Trustee, at the request of the Beneficiary, may proceed anew with the sale of this property, in order to enforce fully the provisions of this Deed of Trust.

NINTH: Said Trustors agree that the said Trustee, or its successors in interest, shall not incur any liability on account of any act done, or omitted to be done, in good faith, under the provisions of this Deed of Trust, and that said Trustee shall be fully protected in acting upon any statement, report, order, notice, request, consent or other paper or document believed to be genuine and signed

by the proper parties.

TENTH: The Trustor, so long as there is any balance owing in connection with this Deed of Trust, shall not sell, assign or transfer any interest in the property described herein, nor permit any assumption of the debt herein secured, without first obtaining the written consent of the Beneficiaries. If all or any part of the property herein described, or any interest therein, is sold, assigned or transferred by the Trustor without the Beneficiaries' prior written consent, the Beneficiaries may, at their option, declare all sums secured by this Deed of Trust to be immediately due and payable.

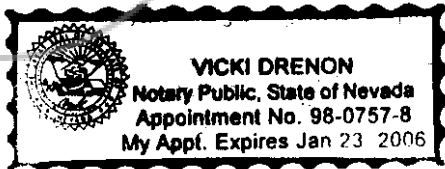
ELEVENTH: In the event Trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of their title or any interest therein in any manner or way, whether voluntary or involuntary, without the written consent of the Beneficiary being first had and obtained, Beneficiaries shall have the right, at their option, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

IN WITNESS WHEREOF, the Trustor has executed these presents the day and year first above written.

*Vickie J. Etchinek*  
VICKIE J. ETCHINEK

STATE OF NEVADA )  
  :SS  
COUNTY OF ELKO )

On October 26, 2005, personally appeared before me, a Notary Public, VICKIE J. ETCHINEK, personally known (or proved) to me to be the persons whose name is subscribed to the above instrument who acknowledged to me that she executed the above instrument.



*Vicki Drenon*  
NOTARY PUBLIC

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