

Official Record

Recording requested By  
LARRY JONES

Eureka County - NV

Mike Rebaleati - Recorder

Fee \$17.00

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RPTT:

Recorded By FES

Book- 0463 Page- 0005



APN: 002-035-06

TRUSTORS' ADDRESS FOR TAX STATEMENTS:

Fred and Tami Anderson  
10760 South Grass Valley Road  
Winnemucca, NV 89445

When recorded return to:

James M. Copenhaver, PC  
950 Idaho Street  
Elko, NV 89801

DEED OF TRUST

THIS DEED OF TRUST, made this 9<sup>th</sup> day of August, 2007, by and between **FRED S. ANDERSON and TAMI ANDERSON**, husband and wife, as Trustors, and **LARRY A. JONES or BENITA JONES**, as Trustee(s), and **LARRY A. JONES and BENITA JONES**, husband and wife, as joint tenants with right of survivorship, as Beneficiary,

W I T N E S S E T H:

Trustors hereby grant, transfer and assign to the Trustee in trust, with power of sale, all of the following described real property situate in the County of Elko, State of Nevada, more particularly described as follows:

Lot 1, Block 15, of CRESCENT VALLEY RANCH AND FARMS, INC., UNIT 1, according to the official map thereof, filed in the office of the County recorder of Eureka County on April 6, 1959, as File No. 34081.

EXCEPTING THEREFROM all petroleum, oil, natural gas and products derived therefrom, lying in or under said land as reserved by SOUTHERN PACIFIC LAND COMPANY in deed recorded in Book 64, Page 313, Deed Records, Lander County, Nevada, and in Book 24, Page 168, Deed Records, Eureka County, Nevada.

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TOGETHER WITH the manufactured homes and any buildings or improvements located thereon.

TOGETHER WITH all and singular the tenements, hereditaments, easements, and appurtenances thereunto belonging or in anywise appertaining, and the reversions,

remainders, rents, issues and profits thereof, or of any part thereof.

TO HAVE AND TO HOLD the same unto the said Trustee and its successors, in trust, to secure the performance of the following obligations and payments of the following debts:

ONE: Payment of an indebtedness evidenced by a certain Promissory Note dated of even date herewith, in the principal amount of TWENTY THOUSAND AND NO/100ths DOLLARS (\$20,000.00) with the interest thereon as provided therein, expenses, late payment penalties, attorney fees and other payments therein provided, executed and delivered by the Trustors payable to the Beneficiary or order, and any and all extensions or renewals thereof, which Promissory Note is made a part hereof.

TWO: Payment of all other sums with interest thereon becoming due and payable under the provisions hereof to either Trustee or Beneficiary.

THREE: Payment, performance, and discharge of each and every obligation, covenant, promise and agreement of Trustors herein or in said Promissory Note contained and of all renewals, extensions, revisions and amendments of the above-described Note and any other indebtedness or obligation secured hereby.

FOUR: Obtaining and paying the premiums on hazard insurance and paying all taxes on the subject property.

To protect the security of this Deed of Trust, it is agreed as follows:

1. The following covenants, Nos. 1, 2-(insurable value), 3, 4 (9.0%), 5, 6 (which covenant is 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 deficiency in performance of this Deed of Trust), 7 (reasonable), and 8 and 9 of N.R.S. 107.030, are hereby adopted and made a part of this Deed of Trust.

2. All payments secured hereby shall be paid in lawful money of the United States of America.

3. The Beneficiary and any persons authorized by the Beneficiary shall have the right to enter upon and inspect the premises at all reasonable times.

4. In case of condemnation of the property subject hereto, or any part thereof, by paramount authority, all of any condemnation award to which the Trustors shall be entitled less costs and expenses of litigation is hereby assigned by the Trustors 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.

5. Any notices to be given Trustors shall be given by registered or certified mail to Trustors at the address set forth near the signatures in this Deed of Trust or at such substitute address as Trustors may designate in writing duly delivered to Beneficiary to Trustee, and such address set forth in this Deed of Trust, or such substitute address as is designated in writing duly served as aforesaid, shall be deemed conclusively to be the correct address of Trustors, for all purposes in connection with said Deed of Trust, including, but not limited, to giving of notices permitted or required by statute to be mailed to Trustors.

6. All the provisions of this instrument shall inure to the benefit of and bind the heirs, legal representatives, successors and assigns of each party hereto respectively as the context permits. All obligations of each Trustors hereunder shall be joint and several. The word "Trustors" 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.

7. It is expressly agreed that the trusts created hereby are irrevocable by the Trustors.

8. The Trustors shall properly care for, protect and keep the property and all landscaping, buildings and improvements thereon in at least the same state and condition of repair and order as it is on the date of the execution of this Deed of Trust, and not remove, damage or demolish any buildings or other improvements on the property unless the Beneficiary gives prior consent thereto or the building or improvement is immediately replaced with one of equal value or more.



9. At any time or from time to time, without liability therefor and without notice, on written request to beneficiary and presentation of this Trust Deed and the Note secured thereby for endorsement and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of such property; consent to the making of any map or plat thereof; join in granting any easement thereon; or

join in any extension agreement or any agreement subordinating such Trust Deed to subsequent liens, encumbrances or charges therein.

10. IN THE EVENT THE TRUSTORS SHALL SELL, CONVEY OR ALIENATE SAID PROPERTY OR ANY PART THEREOF, OR ANY INTEREST THEREIN, OR SHALL BE DIVESTED OF ITS 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, BENEFICIARY SHALL HAVE THE RIGHT, AT THEIR OPTION, TO DECLARE ANY INDEBTEDNESS OR OBLIGATIONS SECURED HEREBY, IRRESPECTIVE OF THE MATURITY DATE SPECIFIED IN AY NOTE EVIDENCING THE SAME, IMMEDIATELY DUE AND PAYABLE.

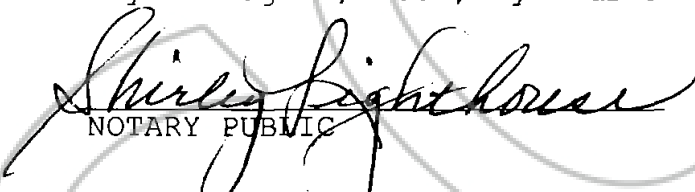
IN WITNESS THEREOF, the Trustors have executed these presents the day and year first above written.

Trustors:

  
FRED S. ANDERSON  
  
TAMI ANDERSON

State of Nevada  
County of Cumberland

This instrument was acknowledged before me on the 31 day of August, 2007, by **FRED S. ANDERSON** and **TAMI ANDERSON**.

  
NOTARY PUBLIC

