A.P.N. # 001-125-01

R.P.P.T. 0.00

Escrow No. 1046\$74-22

Recording Requested By:

Stewart Title

Mail Tax Statements To: Same as below
When Recorded Mail To:

Stewart Title Company:
810 Idaho Street
Elko, NV 89801

DOC# 220654 06/19/2012 220654

Official Record

Requested By STEWART TITLE ELKO

Eureka County - NV Mike Rebaleati - Recorder

Page: 1 of 5 Fee: \$18.00 Recorded By FS RPTT: \$0.00 Book- 0533 Page- 0123

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).

DEED OF TRUST

THIS DEED OF TRUST, made and entered into as of the day of day of 2012, by and between Donald G. Meldrum and Patricia L. Meldrum, husband and wife, of Humboldt, Nevada, hereinafter called the Grantor; Stewart Title Company, a Nevada corporation, hereinafter called the Trustee; and Peter Damele, Ellaree Damele Mariluch, formerly know as Ellaree Damele Callaghan, Margaret Damele Myers and Tom Damele, each as to a one fourth interest, of the same place, hereafter called the Beneficiary; it being understood that the words used herein in any gender includes all other genders, the singular number includes the plural, and the plural the singular,

WITNESSETH:

THAT WHEREAS, the Grantors are indebted to the Beneficiary in the sum of EIGHTY THOUSAND DOLLARS (\$80,000.00), lawful money of the United States, and has agreed to pay the same according to the terms and tenor Beneficiary, which Note is in the words and figures as follows to wit:

WILSON | BARROWS | SALYER | JONES 442 Court Street | Elko, Nevada 89801 | 775.738.7271

220654 Book: 533 06/19/2012 Page: 124 2 of 5

NOW, THEREFORE, the Grantor, for the purpose of securing the payment of the Promissory Note, and also the payment of all monies herein agreed or provided to be paid by the Grantor, or which may be paid out or advanced by the Beneficiary or Trustee under the provisions of this instrument, with interest in each case, does hereby grant, bargain, sell, convey and confirm unto the Trustee all of the right, title and interest, claim and demand, as well in law as in equity, which the Grantor may now have or may hereafter acquire of, in or to the following described real property situate in the County of Eureka of Nevada, and being more particularly described as follows, to wit:

Lots 1, 2, 3, 4 and 5 of Block 24 of the Town of Eureka, Nevada.

EXCEPTING THEREFROM all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, reserved by the United State of America, in Patent recorded December 19, 1947, in Book 23, Page 226, Deed Records, Eureka County, Nevada.

W

TOGETHER WITH any improvements situate thereon, or which are placed thereon during the life of this Deed of Trust.

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

TO HAVE AND TO HOLD the premises, together with the appurtenances, unto the Trustee, and to its successors and assigns, for the uses and purposes herein mentioned.

The following covenants, Nos. 1, 2 (100% replacement cost), 3, 4 (Note Rate), 5, 6, 7 (reasonable), 8 and 9 of NRS 107.030, are hereby adopted and made a part of this Deed of Trust.

WILSON BARROWS SALYER JONES
442 Court Street Elko, Nevada 89801 | 775.738.7271

This Deed of Trust also secures payment for further sums and the Promissory Notes evidencing the same, together with interest as shall be provided for therein, as may hereafter be loaned or advanced by Beneficiary to the Grantor.

Grantor in consideration of the premises, hereby covenants and agrees that neither the acceptance nor existence, now or hereafter, of 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 any such other security now held or hereafter acquired.

The Grantor expressly covenant and agree at all times during the term hereof, and with respect to the land herein described, and all buildings and other improvements now or hereafter located or placed thereon:

- A. To properly care for and maintain the same in their present condition, order and repair ordinary and reasonable wear and tear excepted:
- B. Not to alter, remove or change the present use of the same without the prior written consent of the Beneficiaries;
- C. Not to commit or permit any waste of the same; or
- D. Not to do any other act or omit to do any other act which results, or is likely to result, in a reduction or impairment of the value of the same.

The total principal and interest balance of the Promissory Note secured by this Deed of Trust shall become immediately and automatically due if and when Grantor sells, or transfers any interest in the property encumbered hereby, or enters into a contract to do so, without the prior written consent of the Beneficiary.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands as of the day and year first hereinabove written.

WILSON | BARROWS | SALYER | JONES 442 Court Street | Elko, Nevada 89801 | 775.738.7271

4

Donald G. Meldrum

Latura X. Meldrum

Patricia L. Meldrum

STATE OF NEVADA, SS.

This instrument was acknowledged before me on ______by Donald G. Meldrum.

5__, 2012

SHARON ALLRED
NOTARY PUBLIC
STATE OF NEVADA

STATE OF NEVADA
APPT. No. 98-3947-9
MY APPT. EXPIRES JULY \$, 2612

STATE OF NEVADA,

88.

COUNTY OF Humboidt

This instrument was acknowledged before me on 15, 20 by Patricia L. Meldrum.



SHARON ALLRED NOTARY PUBLIC STATE OF NEVADA APPT. No. 96-3947-9 MY APPT. EXPIRES JULY 8, 2012 Soaion allud NOTARY PUBLIC

12060373.dlm.wpd June 6, 2012

> WILSON BARROWS SALVER JONES 442 Court Street | Elko, Nevada 89801 | 775.738.7271