

DEED OF TRUST

1 THIS DEED OF TRUST, made this 00th day of Sept,
2 1999, by and between GLENN A. JEWETT and TERRY L. JEWETT, husband
3 and wife, as joint tenants with full right of survivorship, as
4 Trustors, and FIRST AMERICAN TITLE COMPANY OF NEVADA, a Nevada
5 corporation, as Trustee, and CURT PHILLIPS and GERRI PHILLIPS,
6 husband and wife, as community property with full right of
7 survivorship, as Beneficiary. (It is distinctly understood that
8 the words "Trustor" and "Beneficiary" and the word "his" referring
9 to the Trustor or Beneficiary, as herein used, are intended to and
10 do include the masculine, feminine and neuter genders and the
11 singular and plural numbers, as indicated by the context.)

W I T N E S S E T H :

12 That said Trustor hereby grants, conveys and confirms
13 unto said Trustee in trust with power of sale, the following
14 described real property situate in the County of Lincoln, State of
15 Nevada, to-wit:

16 *THIS DEED IS BEING RECORDED TO CORRECT LEGAL DESCRIPTION*
17 Parcel 4J of the Phillips Parcel Map, recorded
18 in Book A, Page ~~242~~ ⁴⁹⁴, Lincoln County Records.

19 TOGETHER WITH all and singular the tenements,
20 hereditaments and appurtenances thereunto belonging or anywise
21 appertaining, and the reversion and reversions, remainder and
22 remainders, rents, issues and profits thereof, and also all the
23 estate, right, title and interest, homestead or other claim or
24 demand, as well in law as in equity, which the Trustor now has or
25 may hereafter acquire, or, in or to the said premises or any part
26 thereof, with the appurtenances.

27 As additional security, Trustor hereby assigns all rents
28 from such property and gives to and confers upon Beneficiary the
29 right, power and authority, during the continuance of these Trusts,
30 to collect the rents, issues, and profits of said property,
31 reserving unto Trustor the right, prior to any default by Trustor
32 in payment of any indebtedness secured hereby or in performance of
any agreement hereunder, to collect and retain such rents, issues,
and profits as they become due and payable.

Upon any such default, Beneficiary may at any time
without notice, either in person, by agent, or by a receiver to be
appointed by a court, and without regard to the adequacy of any
security for the indebtedness hereby secured, enter upon and take
possession of said property or any part thereof, in his own name
for or otherwise collect such rents, issues, and profits, including
those past due and unpaid, and apply the same, less costs and
expenses of operation and collection, including reasonable
attorney's fees, upon any indebtedness secured hereby, and in such
order as Beneficiary may determine.

The entering upon and taking possession of said property,
the collection of such rents, issues, and profits, and the
application thereof as aforesaid, shall not cure or waive any
default or notice of default hereunder or invalidate any act done
pursuant to such notice.

In the event all or any part of the property secured by
this Deed of Trust be sold, conveyed, transferred, or exchanged,
then the Note of even date secured hereby shall become immediately
due and payable at the option of the holder of said Note.

LAW OFFICES
GARY D. FAIRMAN
A PROFESSIONAL CORPORATION
488 FIFTH STREET - P. O. BOX 8
ELY, NEVADA 89301
(775) 289-4422

1 TO HAVE AND TO HOLD the same unto the said Trustee and
its successors, upon the trusts hereinafter expressed:

2 As security for the payment of SEVENTY SEVEN THOUSAND
3 FIVE HUNDRED DOLLARS (\$77,500.00) in lawful money of the United
4 States of America, with interest thereon in like money and with
5 expenses and counsel fees according to the terms of the Promissory
6 Note or Notes for said sum executed and delivered by the Trustor to
7 the Beneficiary; such additional amounts as may be hereafter loaned
8 by the Beneficiary or his successor to the Trustor or any of them,
9 or any successor in interest of the Trustor, with interest thereon,
10 and any other indebtedness or obligation of the Trustor or any of
11 them, and any present or future demands of any kind or nature which
12 the Beneficiary, or his successor, may have against the Trustor or
13 any of them, whether created directly or acquired by assignment;
14 whether absolute or contingent; whether due or not, or whether
15 otherwise secured or not, or whether existing at the time of the
16 execution of this instrument, or arising thereafter; also as
17 security for the payment and performance of every obligation,
18 covenant, promise or agreement herein or in said note or notes
19 contained.

20 Trustor grants to Beneficiary the right to record notice
21 that this Deed of Trust is security for additional amounts and
22 obligations not specifically mentioned herein but which constitute
23 indebtedness or obligations of the Trustor for which Beneficiary
24 may claim this Deed of Trust as security.

25 AND THIS INDENTURE FURTHER WITNESSETH:

26 FIRST: The Trustor promises and agrees to pay when due
27 all claims for labor performed and materials furnished for any
28 construction, alteration or repair upon the above-described
29 premises; to comply with all laws affecting said property or
30 relating to any alterations or improvements that may be made
31 thereon; not to commit, suffer or permit any acts upon said
32 property in violation of any law, covenant, condition or
restriction affecting said property.

SECOND: The Trustor promises to properly care for and
keep the property herein described in first-class condition, order
and repair; to care for, protect and repair all buildings and
improvements situate thereon; and otherwise to protect and preserve
the said premises and the improvements thereon and not to commit or
permit any waste or deterioration of said buildings and
improvements or of any premises. If the above-described property
is farm land, Trustor agrees to farm, cultivate and irrigate said
premises in a proper, approved and husbandmanlike manner.

THIRD: The following covenants, Nos. 1, 2 (\$77,500.00
amount of insurance), 3, 4 (interest 7.75% per annum), 5, 6, 7
(counsel fees 15%) and 8 of NRS 107.030, are hereby adopted and
made a part of this Deed of Trust.

FOURTH: Beneficiary may, from time to time, as provided
by statute, or by a writing, signed and acknowledged by him and
recorded in the office of the County Recorder of the County in
which said land or such part thereof as is then affected by this
Deed of Trust is situated, appoint another Trustee in place and
stead of Trustee herein named, and thereupon, the Trustee herein
named shall be discharged and Trustee so appointed shall be
substituted as Trustee hereunder with the same effect as if
originally named Trustee herein.

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FIFTH: 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.

SIXTH: The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.

SEVENTH: In the event of any tax or assessment on the interest under this Deed of Trust it will be deemed that such taxes or assessments are upon the interest of the Trustor, who agrees to pay such taxes or assessments although the same may be assessed against the Beneficiary or Trustee.

EIGHTH: All the provisions of this instrument shall inure to, apply, and bind the legal representatives, successors and assigns of each party hereto respectively.

NINTH: In the event of a default in the performance or payment under this Deed of Trust or the security for which this Deed of Trust has been executed, any notice given under Section 107.080 NRS shall be give by registered letter to the Trustor(s) at the address herein,

and such notice shall be binding upon the Trustor(s), Assignee(s), or Grantee(s) from the Trustor(s).

TENTH: It is expressly agreed that the trusts created hereby are irrevocable by the Trustor.

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

Glenn A. Jewett

GLENN A. JEWETT

Terry L. Jewett

TERRY L. JEWETT

STATE OF Nevada)
COUNTY OF Lincoln) ss.

On September 20th, 1999, personally appeared before me, a Notary Public, GLENN A. JEWETT and TERRY L. JEWETT personally known or proved to me to be the persons whose names are subscribed to the above instrument who acknowledged that they executed the instrument.



Trista Fogliani

NOTARY PUBLIC

BOOK 141 PAGE 515

BOOK 141 PAGE 59

COPY

NO. **113558**

FILED AND RECORDED AT REQUEST OF

DONNA PHILLIPS

NOVEMBER 5, 1999

AT 58 MINUTES PAST 10 O'CLOCK

AM IN BOOK 144

RECORDS PAGE 513 LINCOLN COUNTY NEVADA

Lyle Boucher
COUNTY RECORDER

NO. **113372**

FILED AND RECORDED AT REQUEST OF

CURT PHILLIPS

SEPTEMBER 20, 1999

AT 20 MINUTES PAST 11 O'CLOCK

AM IN BOOK 144 OF OFFICIAL

RECORDS PAGE 57 LINCOLN

COUNTY NEVADA

Lyle Boucher
COUNTY RECORDER