

2002-63107  
LAW OFFICES  
GARY D. FAIRMAN  
A PROFESSIONAL CORPORATION  
482 FIFTH STREET - P. O. BOX 5  
ELY, NEVADA 89301  
(775) 289-4422

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DEED OF TRUST

MAY 15, 2002  
~~23~~ day of ~~02~~

*[Handwritten initials]*

THIS DEED OF TRUST, made this ~~23~~ day of ~~02~~, 2002, by and between NATURAL POZZOLAN OF NEVADA, a Nevada Limited Liability Company, as Trustor, and FIRST AMERICAN TITLE COMPANY, a Nevada Corporation, as Trustee, and GUY L. WEATHERLY and AMOLEE WEATHERLY, husband and wife, as community property with right of survivorship, as Beneficiary. (It is distinctly understood that the words "Trustor" and "Beneficiary" and the word "his" referring to the Trustor or Beneficiary, as herein used, are intended to and do include the masculine, feminine and neuter genders and the singular and plural numbers, as indicated by the context.)

W I T N E S S E T H:

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

PARCEL I:

Being a portion of Section 29, Township 1 North, Range 67 East, M.D.B. & M., further described as follows:

Commencing at a point located North 75° East, 67 feet from the intersection of the Hoover Dam-Pioche Power Line and the Union Pacific Railroad branch to Prince Mine, which intersection is South 27°57' West, 4745.0 feet from Section corner 21/28 20/29 Township 1 North, Range 67 East, M.D.B. & M.; Thence North 26°24' East, 1753 feet; Thence due East, 140 feet to said Point of Beginning; Thence East 720 feet; Thence South 2000 feet; Thence West 720 feet; Thence North 2000 feet to the Point of Beginning.

PARCEL II:

Being a portion of Section 29, Township 1 North, Range 67 East, M.D.B. & M., further described as follows:

Commencing at the intersection of the Hoover Dam-Pioche Power Line and the Union Pacific Railroad branch to Prince Mine, which intersection bears South 27°57' West, 4756 feet from the Section Corner 20/21 29/28, Township 1 North, Range 67 East, M.D.B. & M.; Thence North 75° East, 67 feet to Corner No. 1; Thence North 26°24' East, 1753 feet to Corner No. 2; Thence due East 140 feet to Corner No. 3; Thence due South 2000 feet to Corner No. 4; Thence due West 278 feet to Corner No. 5; Thence North 56°10'30" west, 772.15 feet to Corner No. 1.

NOTE: The above metes and bounds legal description previously appeared on that certain document recorded March 30, 1984 in Book 59, Pages 311-314, as instrument No.

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79755 of Official Records of Lincoln County, Nevada.

PARCEL III:

Being a portion of Section 29, Township 1 North, Range 67 East, M.D.B. & M., further described as follows:

Lots Five (5), Six (6), Nine (9), Eleven (11), and Twelve (12).

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

As additional security, Trustor hereby assigns all rents from such property and gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues, and profits of said property, reserving unto Trustor the right, prior to any default by Trustor 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.

~~The undersigned shall be allowed to sell real property secured by the Deed of Trust in one (1) acre parcels, provided, upon the sale of any one (1) acre parcel, the sum of ONE THOUSAND DOLLARS (\$1,000.00) shall be paid per acre, which shall be applied to reduce the principal balance.~~ *RD G.L.W. a.w.*

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.

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

As security for the payment of ONE HUNDRED TWENTY DOLLARS (\$120,000.00) in lawful money of the United States of America, with interest thereon in like money and with expenses and counsel fees according to the terms of the Promissory Note or Notes for said sum executed and delivered by the Trustor to the Beneficiary; such additional amounts as may be hereafter loaned by the Beneficiary or his successor to the Trustor or any of them, or any successor in

1 interest of the Trustor, with interest thereon, and any other  
2 indebtedness or obligation of the Trustor or any of them, and any  
3 present or future demands of any kind or nature which the  
4 Beneficiary, or his successor, may have against the Trustor or any  
5 of them, whether created directly or acquired by assignment;  
6 whether absolute or contingent; whether due or not, or whether  
7 otherwise secured or not, or whether existing at the time of the  
8 execution of this instrument, or arising thereafter; also as  
9 security for the payment and performance of every obligation,  
10 covenant, promise or agreement herein or in said note or notes  
11 contained.

12 Trustor grants to Beneficiary the right to record notice  
13 that this Deed of Trust is security for additional amounts and  
14 obligations not specifically mentioned herein but which constitute  
15 indebtedness or obligations of the Trustor for which Beneficiary  
16 may claim this Deed of Trust as security.

17 AND THIS INDENTURE FURTHER WITNESSETH:

18 FIRST: The Trustor promises and agrees to pay when due  
19 all claims for labor performed and materials furnished for any  
20 construction, alteration or repair upon the above-described  
21 premises; to comply with all laws affecting said property or  
22 relating to any alterations or improvements that may be made  
23 thereon; not to commit, suffer or permit any acts upon said  
24 property in violation of any law, covenant, condition or  
25 restriction affecting said property.

26 SECOND: The Trustor promises to properly care for and  
27 keep the property herein described in first-class condition, order  
28 and repair; to care for, protect and repair all buildings and  
29 improvements situate thereon; and otherwise to protect and preserve  
30 the said premises and the improvements thereon and not to commit or  
31 permit any waste or deterioration of said buildings and  
32 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 (\$0 amount of  
insurance), 3, 4 (interest Seven percent (7%) 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.

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

1 herein expressly set forth shall have the same effect as the  
2 violation of any covenant herein adopted by reference.

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


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

11 NINTH: In the event of a default in the performance or  
12 payment under this Deed of Trust or the security for which this  
13 Deed of Trust has been executed, any notice given under Section  
14 107.080 NRS shall be give by registered letter to the Trustor(s) at  
15 the address herein, P. O. Box 308, Panaca, Nevada 89042.

16 \_\_\_\_\_ and such notice shall be  
17 binding upon the Trustor(s), Assignee(s), or Grantee(s) from the  
18 Trustor(s).

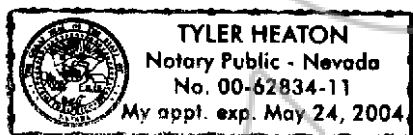
19 TENTH: It is expressly agreed that the trusts created  
20 hereby are irrevocable by the Trustor.


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

23   
24 \_\_\_\_\_  
25 ROBERT L. LAIRD  
26 Managing Member

27 STATE OF NEVADA )  
28 County of Lincoln ) : ss.

29 On May 10, 2002, personally appeared  
30 before me, a Notary Public, ROBERT L. LAIRD, personally known or  
31 proved to me to be the person whose name is subscribed to the above  
32 instrument who acknowledged that he executed the instrument.



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34 \_\_\_\_\_  
35 Notary Public

36 2002 JUN 10 PM 4 38  
37 LINCOLN COUNTY RECORDED  
38 FEE \$17.00  
39 LESLIE BOUCHER 48  
40 FILED FOR RECORDING  
41 AT THE REQUEST OF  
42 First American Title

118277

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