

1 DEED OF TRUST

2 THIS DEED OF TRUST, made this 17 day of June,
3 2002, by and between BOBBY D. ORR and MALEEN A. MILLMINE, husband
4 and wife, as joint tenants with full right of survivorship, as
5 Trustor, and STEWART TITLE OF NORTHEASTERN NEVADA, a Nevada
6 corporation, dba FRONTIER TITLE COMPANY, as Trustee, and VAUGHN KAY
7 PHILLIPS and DONNA MAE PHILLIPS FAMILY LIVING TRUST, dated the 14th
8 day of July, 1995, as Beneficiary. (It is distinctly understood
9 that the words "Trustor" and "Beneficiary" and the word "his"
10 referring to the Trustor or Beneficiary, as herein used, are
11 intended to and do include the masculine, feminine and neuter
12 genders and the singular and plural numbers, as indicated by the
13 context.)

14 W I T N E S S E T H:

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

19 Lots 23 and 24 in Block 19, Town of Pioche,
20 Section 22, Township 1 North, Range 67 East,
21 M.D.B.&M.

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

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

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

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

53 In the event all or any part of the property secured by
54 this Deed of Trust be sold, conveyed, transferred, or exchanged,

1 then the Note of even date secured hereby shall become immediately
2 due and payable at the option of the holder of said Note.

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

5 As security for the payment of FORTY THOUSAND DOLLARS
6 (\$40,000.00) in lawful money of the United States of America, with
7 interest thereon in like money and with expenses and counsel fees
8 according to the terms of the Promissory Note or Notes for said sum
9 executed and delivered by the Trustor to the Beneficiary; such
10 additional amounts as may be hereafter loaned by the Beneficiary or
11 his successor to the Trustor or any of them, or any successor in
12 interest of the Trustor, with interest thereon, and any other
13 indebtedness or obligation of the Trustor or any of them, and any
14 present or future demands of any kind or nature which the
15 Beneficiary, or his successor, may have against the Trustor or any
16 of them, whether created directly or acquired by assignment;
17 whether absolute or contingent; whether due or not, or whether
18 otherwise secured or not, or whether existing at the time of the
19 execution of this instrument, or arising thereafter; also as
20 security for the payment and performance of every obligation,
21 covenant, promise or agreement herein or in said note or notes
22 contained.

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

28 AND THIS INDENTURE FURTHER WITNESSETH:

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

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

46 THIRD: The following covenants, Nos. 1, 2 (\$40,000.00
47 amount of insurance), 3, 4 (interest 8% per annum), 5, 6, 7
48 (counsel fees 15%) and 8 of NRS 107.030, are hereby adopted and
49 made a part of this Deed of Trust.

50 FOURTH: Beneficiary may, from time to time, as provided
51 by statute, or by a writing, signed and acknowledged by him and
52 recorded in the office of the County Recorder of the County in
53 which said land or such part thereof as is then affected by this
54 Deed of Trust is situated, appoint another Trustee in place and
55 stead of Trustee herein named, and thereupon, the Trustee herein

1 named shall be discharged and Trustee so appointed shall be
2 substituted as Trustee hereunder with the same effect as if
originally named Trustee herein.

3 FIFTH: Trustor agrees to pay any deficiency arising from
4 any cause after application of the proceeds of the sale held in
accordance with the provisions of the covenants hereinabove adopted
5 by reference.

6 SIXTH: The rights and remedies hereby granted shall not
7 exclude any other rights or remedies granted by law, and all rights
and remedies granted hereunder or permitted by law shall be
8 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.

9 SEVENTH: In the event of any tax or assessment on the
10 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
11 pay such taxes or assessments although the same may be assessed
against the Beneficiary or Trustee.

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

14 NINTH: In the event of a default in the performance or
15 payment under this Deed of Trust or the security for which this
Deed of Trust has been executed, any notice given under Section
16 107.080 NRS shall be give by registered letter to the Trustor(s) at
the address herein, _____

17 _____ and such notice shall be
18 binding upon the Trustor(s), Assignee(s), or Grantee(s) from the
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
presents the day and year first above written.

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23 _____
BOBBY D. ORR

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25 _____
MAILEEN A. MILLMINE

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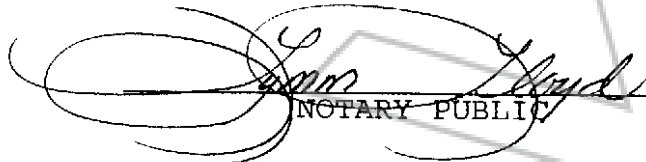
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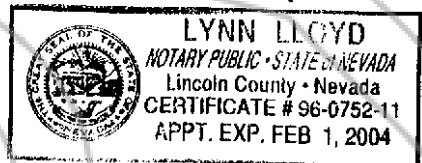
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1 STATE OF NEVADA,)
2 COUNTY OF Lincoln) : ss.

3 On June 21, 2002, personally appeared
4 before me, a Notary Public, BOBBY D. ORR and MALEEN A. MILLMINE,
5 personally known or proved to me to be the persons whose names are
6 subscribed to the above instrument who acknowledged that they
7 executed the instrument.

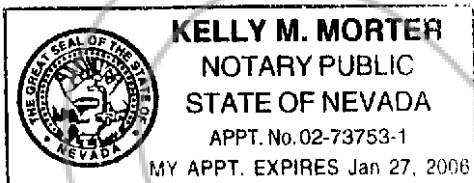
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9 NOTARY PUBLIC

10 STATE OF Nevada
11 COUNTY OF Clark



12 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME
13 ON 6-19-02 (DATE) BY
14 (NAME(S) OF PERSON(S)) Maleen A Millmine (only)

15 
16 (SIGNATURE OF NOTARIAL OFFICER)



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FILED FOR RECORDING
AT THE REQUEST OF
Naughn Phillips
2002 JUL 2 AM 9 17
LINCOLN COUNTY RECORDED
FEE 17.00
LESLIE BOUCHER DEP-TMAS

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