

1 PARCEL NO. 01-201-23

2 RECORDING REQUESTED BY:

3 STEWART TITLE OF NORTHEASTERN NEVADA
4 P.O. Box 150214
Ely, Nevada 89301

5 DEED OF TRUST

6 THIS DEED OF TRUST, made this 12th day of August,
7 2002, by and between VANZETTI E. LEWIS and BRANDI L. LEWIS, husband
8 and wife, as joint tenants with full right of survivorship, as
9 Trustor, and FIRST AMERICAN TITLE COMPANY OF NEVADA, a Nevada
10 corporation, as Trustee, and CURT PHILLIPS and GERRI G. PHILLIPS,
11 husband and wife, as joint tenants with full 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.)

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

13 That said Trustor hereby grants, conveys and confirms
14 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:

15 All that certain real property situate in the Town of
16 Pioche, County of Lincoln, State of Nevada, more particularly
described as follows:

17 Parcel No. 1 of Parcel Map Book Plat 'A', Page 403,
18 dated January 5, 1994, of the Records of the Lincoln
County Recorder's Office.

19 Containing 14,315 Sq. Ft., more or less.

20 Subject To: 1. Covenants, Conditions, Reservations,
21 Rights, Rights of Way and Easements
now of Record.

22 Restrictions: No horses, cows, sheep, goats, or pigs
23 according to Article IV. RR Rural
Residential District 17.10.125#F.

24 2. No mobile homes, modulars, trailers.
25

26 TOGETHER WITH all and singular the tenements,
27 hereditaments and appurtenances thereunto belonging or anywise
appertaining, and the reversion and reversions, remainder and
28 remainders, rents, issues and profits thereof, and also all the
estate, right, title and interest, homestead or other claim or
29 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.
30

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

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GARY D. FAIRMAN
A PROFESSIONAL CORPORATION
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ELY, NEVADA 89301
(775) 289-4432

Lincoln County

1 reserving unto Trustor the right, prior to any default by Trustor
2 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.

3 Upon any such default, Beneficiary may at any time
4 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
5 security for the indebtedness hereby secured, enter upon and take
possession of said property or any part thereof, in his own name
6 for or otherwise collect such rents, issues, and profits, including
those past due and unpaid, and apply the same, less costs and
7 expenses of operation and collection, including reasonable
attorney's fees, upon any indebtedness secured hereby, and in such
8 order as Beneficiary may determine.

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

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

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

16 As security for the payment of ONE HUNDRED TWENTY SEVEN
THOUSAND TWO HUNDRED TWENTY ONE DOLLARS (\$127,221.00) in lawful
17 money of the United States of America, with interest thereon in
like money and with expenses and counsel fees according to the
18 terms of the Promissory Note or Notes for said sum executed and
delivered by the Trustor to the Beneficiary; such additional
19 amounts as may be hereafter loaned by the Beneficiary or his
successor to the Trustor or any of them, or any successor in
20 interest of the Trustor, with interest thereon, and any other
indebtedness or obligation of the Trustor or any of them, and any
21 present or future demands of any kind or nature which the
Beneficiary, or his successor, may have against the Trustor or any
22 of them, whether created directly or acquired by assignment;
whether absolute or contingent; whether due or not, or whether
23 otherwise secured or not, or whether existing at the time of the
execution of this instrument, or arising thereafter; also as
24 security for the payment and performance of every obligation,
covenant, promise or agreement herein or in said note or notes
25 contained.

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

29 AND THIS INDENTURE FURTHER WITNESSETH:

30 FIRST: The Trustor promises and agrees to pay when due
31 all claims for labor performed and materials furnished for any
construction, alteration or repair upon the above-described
32 premises; to comply with all laws affecting said property or
relating to any alterations or improvements that may be made

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1 thereon; not to commit, suffer or permit any acts upon said
2 property in violation of any law, covenant, condition or
restriction affecting said property.

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

12 THIRD: The following covenants, Nos. 1, 2 (\$127,221.00
13 amount of insurance), 3, 4 (interest 7% per annum), 5, 6, 7
14 (counsel fees 15%) and 8 of NRS 107.030, are hereby adopted and
15 made a part of this Deed of Trust.

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

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

29 SIXTH: The rights and remedies hereby granted shall not
30 exclude any other rights or remedies granted by law, and all rights
31 and remedies granted hereunder or permitted by law shall be
32 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, PO BOX 548
PACIFIC NV 89004
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.

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

3 [Signature]
4 VANZETTI E. LEWIS

5 [Signature]
6 BRANDI L. LEWIS

7
8 STATE OF Nevada)
9 COUNTY OF Lincoln) ss.

10 On August 12th, 2002, personally appeared
11 before me, a Notary Public, VANZETTI E. LEWIS and BRANDI L. LEWIS,
12 personally known or proved to me to be the persons whose names are
13 subscribed to the above instrument who acknowledged that they
14 executed the instrument.

15 [Signature]
16 NOTARY PUBLIC



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Gerrit G. Phillips
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LINCOLN COUNTY RECORDED
FEE \$17.50
LESLIE BOUCHER MS
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