

1 PARCEL NO. 001-191-70

2 RECORDING REQUESTED BY:

3 GARY D. FAIRMAN, ESQ.
4 P.O. Box 151105
Ely, Nevada 89315

5 DEED OF TRUST

6 THIS DEED OF TRUST, made this 4 day of MAY,
7 2003, by and between DUSTY L. COLE and PENNY L. COLE, husband and
8 wife, as joint tenants, as Trustor, and FIRST AMERICAN TITLE
9 COMPANY, a Nevada corporation, as Trustee, and VAUGHN KAY PHILLIPS
10 and DONNA MAE PHILLIPS FAMILY LIVING TRUST, DATED THE 14TH DAY OF
11 JULY, 1995, as Beneficiary. (It is distinctly understood that the
12 words "Trustor" and "Beneficiary" and the word "his" referring to
13 the Trustor or Beneficiary, as herein used, are intended to and do
14 include the masculine, feminine and neuter genders and the singular
15 and plural numbers, as indicated by the context.)

11 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:

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

17 That portion of the Southwest Quarter (SW1/4) of
18 Section 15, Township 1 North, Range 67 East,
19 M.D.B.&M., Lincoln County, Nevada, described as
20 follows:

19 Parcel 16-B, as shown by map thereof in Plat Book
20 B, Page 433, File Number 118170, in the Office of
21 the County Recorder, Lincoln County, Nevada.

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

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

30 Upon any such default, Beneficiary may at any time
31 without notice, either in person, by agent, or by a receiver to be
32 appointed by a court, and without regard to the adequacy of any
security for the indebtedness hereby secured, enter upon and take

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

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

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

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

18 As security for the payment of ONE HUNDRED SEVENTY SIX
19 THOUSAND SEVEN HUNDRED SIXTY AND 55/100 DOLLARS (\$176,760.55) in
20 lawful money of the United States of America, with interest thereon
21 in like money and with expenses and counsel fees according to the
22 terms of the Promissory Note or Notes for said sum executed and
23 delivered by the Trustor to the Beneficiary; such additional
24 amounts as may be hereafter loaned by the Beneficiary or his
25 successor to the Trustor or any of them, or any successor in
26 interest of the Trustor, with interest thereon, and any other
27 indebtedness or obligation of the Trustor or any of them, and any
28 present or future demands of any kind or nature which the
29 Beneficiary, or his successor, may have against the Trustor or any
30 of them, whether created directly or acquired by assignment;
31 whether absolute or contingent; whether due or not, or whether
32 otherwise secured or not, or whether existing at the time of the
execution of this instrument, or arising thereafter; also as
security for the payment and performance of every obligation,
covenant, promise or agreement herein or in said note or notes
contained.

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

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: The Trustor promises and agrees to pay when due
all claims for labor performed and materials furnished for any
construction, alteration or repair upon the above-described
premises; to comply with all laws affecting said property or
relating to any alterations or improvements that may be made
thereon; not to commit, suffer or permit any acts upon said
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

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1 permit any waste or deterioration of said buildings and
2 improvements or of any premises. If the above-described property
3 is farm land, Trustor agrees to farm, cultivate and irrigate said
4 premises in a proper, approved and husbandmanlike manner.

5 THIRD: The following covenants, Nos. 1, 2 (\$176,760.55
6 amount of insurance), 3, 4 (interest 6% per annum), 5, 6, 7
7 (counsel fees 15%) and 8 of NRS 107.030, are hereby adopted and
8 made a part of this Deed of Trust.

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

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

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

28 SEVENTH: In the event of any tax or assessment on the
29 interest under this Deed of Trust it will be deemed that such taxes
30 or assessments are upon the interest of the Trustor, who agrees to
31 pay such taxes or assessments although the same may be assessed
32 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 Trustor has executed these
presents the day and year first above written.

Dusty L. Cole
DUSTY L. COLE

Penny L. Cole
PENNY L. COLE

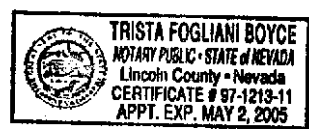
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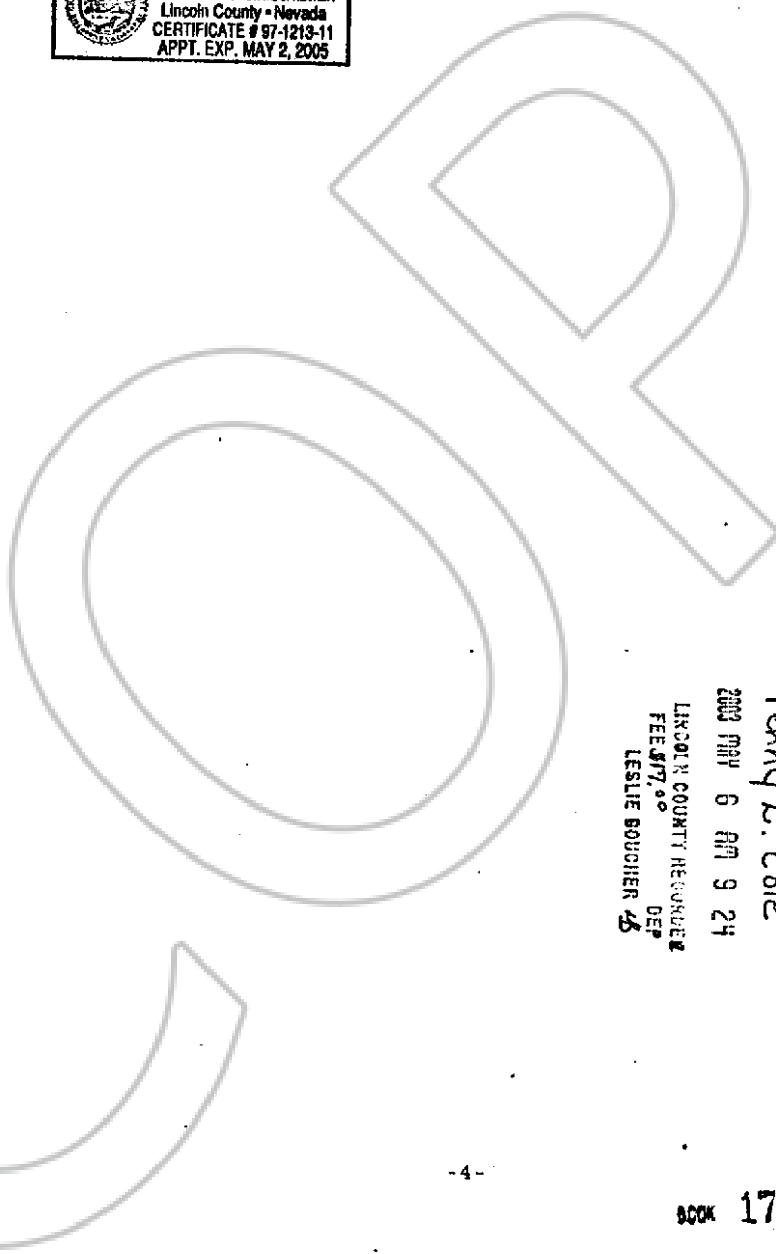
STATE OF Nevada)
COUNTY OF Lincoln) ss.

On May 1, 2003, personally appeared before me, a Notary Public, DUSTY L. COLE and PENNY L. COLE, 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 Boyce
NOTARY PUBLIC



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FILED FOR RECORDING
AT THE REQUEST OF
Penny L. Cole
2003 MAY 6 AM 9 24
LINCOLN COUNTY RECORDER
FEE \$17.00
DEP
LESLIE BOUCHER LS

120130