

120454

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AT THE REQUEST OF

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First American Title Co.
P. O. Box 151048
Ely, NV. 89315

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2003 JUL 7 PM 4 41

LINCOLN COUNTY DEPT. OF RECORDS
FEE \$600 DEP. T.D.
LESLIE BOUCHER

DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST, made December 9, 2002, between John Crosthwait and Patricia Crosthwait, husband and wife, TRUSTOR, whose address is 4919 Lana Drive, Las Vegas, NV 89121, First American Title Company of Nevada, a Nevada Corporation, TRUSTEE, and Paul S. Brown and Velma E. Brown, husband and wife as joint tenants with right of survivorship, BENEFICIARY, whose address is HC74, Box 262-2, Pioche, NV.

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the County of Lincoln, State of Nevada, described as:

A parcel of land situated within the SW1/4 NE1/4 of Sec. 35, T. 2 N., R. 69 E., M.D.M., County of Lincoln, State of Nevada as shown on Record of Survey Boundary Line Adjustment, Plat Book B, Page 410, dated Nov. 27, 2001, being more particularly described as follows:

Beginning at the NW Corner of said SW1/4 NE1/4, said point being the CN1/16 of said Sec. 35 and the point of beginning;
Thence N. 89°07'53" E along the northerly boundary of said SW1/4 NE1/4 a distance of 1316.47 feet to the NE Corner of said SW1/4 NE1/4, said point being the NE1/16 of said Sec. 35;
Thence S. 01°56'43" E along the easterly boundary of said SW1/4 NE1/4 a distance of 742.07 feet to a point;
Thence N. 78°15'59" W. a distance of 333.17 feet to an angle point;
Thence S. 24°22'22" W. along a fence line a distance of 125.17 feet to an angle point in said fence line;
Thence N. 65°10'41" W. a distance of 52.98 feet to an angle point in said fence line;
Thence N. 89°51'35" W. a distance of 358.76 feet to a point;
Thence N. 02°34'06" E. a distance of 40.05 feet to a point;
Thence N. 86°39'49" W. a distance of 534.00 feet to an intersection with the westerly boundary of said SW1/4 NE1/4;
Thence N. 02°10'05" W. along said westerly boundary a distance of 674.20 feet to the said CN1/16 and point of beginning.

EXCEPTING THEREFROM a parcel of land situated within the SW1/4 NE1/4 of Sec. 35, T. 2 N., R. 69 E., M.D.M., County of Lincoln, State of Nevada as shown on Record of Survey Boundary Line Adjustment Plat Book B, Page 410, dated Nov. 27, 2001, being more particularly described as follows:

Beginning at the NW Corner of said SW1/4 NE1/4, said point being the CN1/16 of said Sec. 35 and the point of beginning;

Lincoln County

Thence S. 02°10'05" E. along the westerly boundary of said SW1/4 NE1/4 a distance of 674.20 feet;
Thence S. 86°39'49" E., a distance of 534.00 feet to a fence corner;
Thence S. 02°34'06" W. along a fence line a distance of 40.05 feet;
Thence S. 89°51'35" E. leaving said fence line a distance of 74.22 feet to a fence corner;
Thence N. 60°58'27" W. along a fence line a distance of 82.83 feet to the point of beginning.

The above metes and bounds description was prepared by James J. Owens in accordance with Record of Survey Boundary Line Adjustment for Paul S. Brown and Dorothy Thompson recorded November 27, 2001 in Plat Book B, Page 410 as File No. 117331 in the Office of the County Recorder of Lincoln County, Nevada.

Together with the rents, issues and profits, thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, and profits.

For the purposes of securing (1) payment of the sum of EIGHT HUNDRED THOUSAND AND NO/100 dollars (\$800,000.00) with interest thereon according to the terms of the promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewal thereof; and (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the Security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious Deed of Trust recorded in the Office of each County Recorder in the State of Nevada on January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county, namely:

Due On Sale Provision

Note and deed of trust to contain the following or similar provision: "In the event the undersigned should sell, transfer or convey, OR contract to sell, transfer or convey the real property encumbered by such deed of trust and note, or any portion thereof, or any interest therein, at the option of the holder of this note, the then unpaid balance of principal and interest due hereunder shall become due and payable although the time of maturity as expressed hereinabove shall not have arrived. Beneficiary's consent of an assumption of one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions."

County	Book	Page	Doc. No.	County	Book	Page	Doc. No.
Churchill	39 Mortgages	363	115384	Lincoln			45902
Clark	850 Off. Rec.		682747	Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050	Mineral	11 Off. Rec.	129	89073
Elko	92 Off. Rec.	652	35747	Nye	105 Off. Rec.	107	04823
Esmeralda	3-X Deeds	195	35922	Ormsby	72 Off. Rec.	537	32867
Eureka	22 Off. Rec.	138	45941	Pershing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	Storey	"S" Mortgages	206	31506
Lander	24 Off. Rec.	168	50782	Washoe	300 Off. Rec.	517	107192
				White Pine	295 R.E. Records	258	

