

121463

Assessor's Parcel No.: 03-174-21  
ORDER NO.: 12030208-DN  
WHEN RECORDED MAIL TO:  
Wade A. Clodfelter  
265 Phyllis St.  
Las Vegas, NV 89110  
MAIL TAX STATEMENTS TO:  
Gayle Howard  
P. O. Box 786  
Caliente, NV 89008

19027241

FILED FOR RECORDING  
AT THE REQUEST OF

**Cow County Title**

2003 DEC 5 PM 4 00

LINCOLN COUNTY RECORDED  
FEE 19.00  
LESLIE DOUGHER

**SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS**

This Deed of Trust, made November 19, 2003, between Gayle Howard, an unmarried woman, herein called TRUSTOR, whose address is, P. O. Box 786, Caliente, NV 89006 and Land Title of Nevada, Inc., herein called TRUSTEE, and Wade A. Clodfelter, herein called BENEFICIARY,

WITNESSETH: That whereas Trustor has borrowed and received from Beneficiary in lawful money of the United States, the sum of \$548,000.00, and has agreed to repay the same, with interest, to Beneficiary in lawful money of the United States according to the terms of a promissory note of even date herewith, executed and deliver therefore by Trustor;

WITNESSETH: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST WITH POWER OF SALE, that property in Clark, Nevada, described as:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

The rents, issues and profits reserved shall include all appurtenances in which Trustor has any interest, including water rights benefiting said realty whether represented by shares of a company or otherwise.

For the purpose of securing: (1) Performance of each agreement of Trustor incorporated by reference or contained herein. (2) Payment of the indebtedness evidenced by one Promissory Note of even date herewith, and any extension or renewal thereof (3) Payment of such additional sums as may hereafter be advanced for the account of Trustor or assigns of Beneficiary with interest thereon.

To protect the security of this Deed of Trust, Trustor agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions numbered (1) through (16), inclusive of the Master Form Deed of Trust, recorded December 10, 1990 in all Counties of the State of Nevada, except Lincoln County, in which said Master Form Deed of Trust was recorded December 6, 1990, in the Book and at the Page, or Document No. of Official Records in the Office of the county Recorder of the county where said property is located, noted below opposite the name of such County, viz:

County	Document No.	Book	Page	County	Document No.	Book	Page
Carson City	108878			Lincoln	095491	93	490
Churchill	256834			Lyon	138208		
Clark	00142	901210		Mineral	098455	140	289
Douglas	240655	1290	1038	Nye	274004		
Elko	300907	741	664	Pershing	183966	251	362
Esmeralda	135095	158	056	Storey	66828	81	611
Eureka	134957	218	045	Washoe	1446738	3184	0882
Humboldt	322098	296	623	White Pine	271223	176	126
Lander	167471	354	215				

hereby are recorded and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the reference to property, obligations, and parties in said provisions shall be construed to refer to property, obligations, and parties set forth in this Deed of Trust.

**TO HAVE AND TO HOLD** said property upon and subject to the trusts and agreements herein set forth and incorporated herein by reference. Covenants Nos. 1 through 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust, **EXCEPT ONLY** that with respect to Covenants Nos. 2, 4, and 7 incorporated by reference of such trusts and agreements to respectively as follows: Covenant No. 2, the amount of fire insurance shall be the current fair market value of buildings and improvements now or hereafter erected on said premises; Covenant No. 4, if this Deed of Trust secures a promissory note, the note rate plus two percent; if this Deed of Trust secures any other obligation or performance, the rate of interest shall be fourteen percent (14%) per annum covenant No. 7, attorney fees shall be reasonable and costs shall include those actually incurred by Beneficiary in the event of a default. Such provisions so incorporated shall have the same force and effects as though specifically set forth and incorporated verbatim in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

STATE OF Nevada

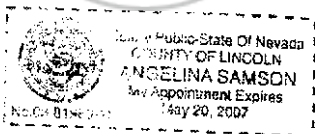
COUNTY OF Lincoln ) ss.

On this 21 day of November, 2003 personally appeared before me, a Notary Public in and for said County and State Gayle Howard known to me to be the person described in and who executed the foregoing instrument who acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes herein mentioned.

Gayle Howard  
Gayle Howard

Angelina Samson  
Notary Public in and for said County and State.

(Notary seal)



The following is a copy of provisions (1) thru (16) inclusive, of the Deed of Trust recorded in each county in Nevada, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

To protect the security of this Deed of trust, Trustor agrees:

1. To properly care for and keep said property in good condition and repair; not to remove or demolish any building thereon; to complete in a good and workmanlike manner any building which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, ordinances and regulations requiring any alterations or improvements to be made thereon; not to commit or permit any waste thereof; not to commit, suffer or permit any act to be done in or upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely and proper manner, which, from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general

2. The Trustor agrees to pay and discharge all costs, fees and expenses of these Trusts, including cost of evidence of title and Trustee's fees in connection with sale, whether completed or not, which amounts shall become due upon delivery to Trustee of Declaration of Default and Demand for sale, as hereinafter provided.

3. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option of beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

4. The Trustor promises and agrees that if, during the existence of the Trust there be commenced or pending any suit or action affecting said conveyed premises, or any part thereof, or the title thereto, or if any adverse claim for or against said premises, or any part thereof, be made or asserted, they will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.

5. Any award of damages in connection with any condemnation for public use of or injury to any property or any part thereof is hereby assigned and shall be paid to Beneficiary, who may apply or release such moneys received by him in the same manner and with the same affect as herein provided for disposition of proceeds of insurance.

6. Trustee shall be under no obligation to notify any party hereto of any pending sale hereunder or of action or proceeding of any kind in which Trustor, Beneficiary and/or Trustee shall be named as defendant, unless brought by Trustee.

7. Acceptance by Beneficiary of any sum in payment of any indebtedness secured hereby, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as herein provided for failure so to pay.

8. Trustee may, at any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the notes secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said property: reconvey any part of said property; consent in writing to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or subordination agreement in connection herewith.

9. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of the Deed and said note to Trustee for cancellation and retention and upon payment of its fees, the Trustee shall reconvey without warranty the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto". Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

(a) Should default be made by Trustor in payment of any indebtedness secured hereby and/or in performance of any agreement herein, then Beneficiary may declare all sums secured hereby immediately due by delivery to Trustee of a written declaration of default and demand for sale, and of written notice of default and election to cause said property to be sold (which notice Trustee shall cause to be filed for record) and shall surrender to Trustee this Deed, the notes and all documents evidencing any expenditure secured hereby.

10. After three months shall have elapsed following recordation of any such notice of default, Trustee shall sell said property at such time and at such place in the State of Nevada as the Trustee, in its sole discretion, shall deem best to accomplish the objects of these Trust, having first given notice of such sale as then required by law. Place of sale may be either in the county in which the property to be sold, or any part thereof, is situated, or at an office of the Trustee located in the State of Nevada.

(a) Trustee may postpone sale of all, or any portion, of said property by public announcement at the time fixed by said notice of sale, and may thereafter postpone said sale from time to time by public announcement at the time previously appointed.

(b) At the time of sale so fixed, Trustee may sell the property so advertised or any part thereof, either as a whole or in separate parcels at its sole discretion, at public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale, and shall deliver to such purchaser a deed conveying the property so sold, but without covenant or warranty, express or implied, Trustor hereby agrees to surrender, immediately and without demand, possession of said property to such purchaser.

11. Trustee shall apply the proceeds of any such sale to payment of: expenses of sale and all charges and expenses of Trustee and of these Trusts, including cost of evidence of title and Trustee's fee in connection with sale; council fees; all sums expended under the terms hereof, not then repaid, with accrued interest at the rate of fourteen percent (14%) per annum, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

12. The Beneficiary or assigns may, at any time, by instrument in writing, appoint a successor or successors to the Trustee named herein or acting hereunder, which instrument, executed and acknowledged by beneficiary, and recorded in the Office of the County Recorder of the County or Counties wherein said property is situated, shall be conclusive proof of the proper substitution of such successor or trustee, who shall have all the estate, powers, duties and trusts in the premises vested in or conferred on the original Trustee. If there be more than one Trustee, either may act alone and execute the Trusts upon the request of the Beneficiary and his acts shall be deemed to be the acts of all Trustees, and the recital in any conveyance executed by such sole trustees shall be conclusive evidence thereof, and of the authority of such sole Trustee to act.

13. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

14. Trustee accepts these trusts when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law, reserving however, unto the Trustee the right to resign from the duties and obligation imposed herein whenever he deems, at his sole discretion, it to be in the best interest of the Trustee by giving written notice to the Trustor and Beneficiary herein, their successors or assigns.

15. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural, and the term Beneficiary shall include the future holder, including pledgees, of the note secured hereby.

16. Where not inconsistent with the above, the following Covenant Nos. 1 through 9 of NRS 107.030, as amended from time to time, are hereby adopted and made a part of this Deed of Trust.

**REQUEST FOR FULL RECONVEYANCE**

*To be used only when note has been paid*

To Land Title of Nevada, Inc., Trustee: \_\_\_\_\_ Dated \_\_\_\_\_

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of all sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated: \_\_\_\_\_

Recon. Issued: \_\_\_\_\_

Delivered to: \_\_\_\_\_

Mail Reconveyance to: \_\_\_\_\_

*GARY HOWARD*  
*PO BOX 736 CALVERTS MD 20740*

*Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.  
Both must be delivered for cancellation before reconveyance will be made*



## EXHIBIT "A"

### LEGAL DESCRIPTION

ESCROW NO.: 19027241

All that certain real property situate in the County of Lincoln, State of Nevada, described as follows:

That certain parcel of land situate within the North Half (N1/2) of the Southwest Quarter (SW1/4) of Section 8, Township 4 South, Range 67 East, M.D.B.&M., being a portion of the Modern Townsite of Caliente, Nevada more particularly described as follows:

Lot 7-A as shown on parcel map filed April 25, 1991 in the Lincoln County Recorder's Office in Book A of Plats, page 341 as file No. 96563, Lincoln County, Nevada records

EXCEPTING AND RESERVING all minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds, whether in solid, liquid or gaseous form and all steam and other forms of thermal energy on, in or under the above described land not previously reserved as reserved in a Deed recorded December 15, 1988 in Book 83 of Official Records, page 412 as Document No. 90453, Lincoln County, Nevada records.

ASSESSOR'S PARCEL NUMBER FOR 2003 - 2004: 03-174-21