

121659

A.P.N.: 009-011-16  
File No: 152-2091396 (MJ)

When Recorded, Mail To:  
First American Title Co.  
P.O. Box 151048  
Ely, NV. 89315

FILED FOR RECORDING  
AT THE REQUEST OF

First American Title

2004 JAN 22 PM 1 45

LESLIE BONDUR  
FEB 17<sup>th</sup> 2004  
REPT 18

A.P.N.: 009-011-16

### DEED OF TRUST WITH ASSIGNMENTS OF RENTS

THIS DEED OF TRUST, made January 14, 2004, between **Arizona Nevada Tower Corporation, a Nevada corporation, TRUSTOR**, whose address is **7500 West Lakemead Blvd., Suite 391, Las Vegas, NV 89128**, **First American Title Company of Nevada, a Nevada Corporation, TRUSTEE**, and **Gary A. Carrigan, Trustee of The 5C Trust, BENEFICIARY**, whose address is **P. O. Box 381, Pioche, NV 89043**.

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

**Survey No. 4628, embracing a portion of Sections 22 and 23 in Township 1 North, Range 67 East, M.D.M., in the Ely Mining District, Lincoln County, Nevada and bounded, described and platted as follows:**

**Beginning for the description of the Bully Boy lode claim, at corner No. 1, a pine post, 4 inches square, 4 feet long, marked B.B.1-B.F.4-4628, in mound of stone, from which the section corner to Sections 22, 23, 26 and 27 in Township 1 North, Range 67 East, M.D.M. bears South 36°16' West 1909.5 feet distant;**  
**Thence, first course, North 36°12' West 1500 feet to corner No. 2, a pine post, 4 inches square, 4 feet long, marked B.B.2-4628, in mound of stone;**  
**Thence, second course, North 70°33' East 305.3 feet to a point from which discovery bears South 36°12' East 654.9 feet distant; 613.6 feet to corner No. 3, a pine post, 4 inches square, 4 feet long, marked Bully Boy 3-4628, in mound of stone;**  
**Thence, third course, South 36°12' East 1500 feet to corner No. 4, a pine post, 4 inches square, 4 feet long, marked Bully Boy 4-4628 in mound of stone;**  
**Thence, fourth course, South 70°33' West 613.6 feet to corner No. 1, the place of beginning; the survey of the lode claim as above described, extending 1500 feet in length along said Bully Boy vein or lode;**

**Beginning for the description of the Badger No. 2 lode claim, at corner No. 1, a pine post, 4 inches square, 4 feet long, marked 2-1-4628, in mound of stone, from which said section corner bears South 20°53' East 1569.1 feet distant;**

Thence, first course, North 44°55' West 300 feet to a point from which discovery bears North 43°41' East 1193.2 feet distant; 600 feet to corner No. 2, a pine post, 4 inches square, 4 feet long, marked R.1-B.2-2-4628, in mound of stone;  
Thence, second course, North 43°41' East 1423.5 feet intersect the East boundary of the Pioche Townsite; 1500 feet to corner No. 3, a pine post, 4 inches square, 4 feet long, marked Badger No. 2-3-4628, in mound of stone;  
Thence, third course, South 44°55' East 306.1 feet intersect line 2-3 of said Bully Boy lode claim; 600 feet to corner No. 4, a pine post, 4 inches square, 4 feet long, marked B.B.2-3-4-4628, in mound of stone;  
Thence, fourth course, South 43°41' West 689.9 feet intersect the East boundary of said Pioche Townsite; 1500 feet to corner No. 1, the place of beginning; the survey of the lode claim, as above described, extending 1500 feet in length along said Badger No. 2 vein or lode;

Beginning, for the description of the Badger lode claim at corner No. 1, on highway and not established, from which said section corner bears South 7°26' East 1050 feet distant;  
Thence, first course, North 44°55' West 32.2 feet intersect line 1-2 of U.S. Lot 56, the Meridan lode claim; 76.4 feet intersect line 2-3 of said U.S. Lot 56 at South 4°27' West 165.7 feet from corner No. 3; 300 feet to a point from which discovery bears North 43°41' East 576.7 feet distant; 600 feet to corner No. 2, identical with corner No. 1 of said Badger No. 2 lode claim;  
Thence, second course, North 43°41' East 810.1 feet intersect the East boundary of said Pioche Townsite, 1500 feet to corner No. 3, identical with corner No. 4 of said Badger No. 2 lode claim;  
Thence, third course, South 44°55' East 600 feet to corner No. 4, a pine post, 4 inches square, 4 feet long, marked B.4-4628, in mound of stone;  
Thence, fourth course, South 43°41' West 1222.7 feet intersect line 3-4 of said U.S. Lot 56 at South 85°23' East 233.4 feet from corner No. 3; 1303.3 feet intersect the East boundary of said Pioche Townsite, 1416.9 feet to witness corner to said corner No. 1, a pine post, 4 inches square, 4 feet long, marked W.C.1-4628, in mound of stone, 1472.9 feet intersect line 1-2 of said U.S. Lot 56; 1500 feet to corner No. 1, the place of beginning; the survey of the lode claim, as above described, extending 1500 feet in length along said Badger vein or lode;

Beginning, for the description of the Badger Fraction lode claim, at corner No. 1, a pine post, 4 inches square, 4 feet long, marked B.F.1-4628, in mound of stone, from which said section corner bears South 2°34' West 1243 feet distant;  
Thence, first course, North 43°41' East 1059 feet to corner no. 2, a pine post, 4 inches square, 4 feet long, marked B.F.-2-4628, in mound of stone;  
Thence, second course, South 85°23' East 600 feet to corner No. 3, a pine post, 4 inches square, 4 feet long, marked B.F.-3-4628, in mound of stone;  
Thence, third course, South 31°21' West 491.5 feet to corner No. 4, identical with corner No. 1 of said Bully Boy lode claim;  
Thence, fourth course, South 57°16' West 631.7 feet to corner No. 5, a pine post, 4 inches square, 3 feet above ground, marked U.S. Lot 56 P.4 and B.F.-5-4628, in mound of stone, identical with corner No. 4 of said U.S. Lot 56;  
Thence, fifth course, North 85°23' West 256.7 feet to a point from which discovery bears North 48°33' East 60.1 feet distance; 544.2 feet to corner No. 1, the place of beginning; the

survey of the lode claim, as above described, extending 1072.8 feet in length along said Badger Fraction vein or lode;

**EXCEPTING AND EXCLUDING from said land all that portion of the ground embraced in said U.S. Lot 56 and said Pioche Townsite, and also all veins, lodes and ledges, throughout their entire depth, the tops or apexes of which lie inside of such excluded ground.**

The above metes and bounds legal description previously appeared of record in document recorded July 6, 1979 in Book 30 of Official Records, page 526 as Instrument No. 64643.

**DUE ON SALE**

"If the trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the Beneficiary being first had and obtained, Beneficiary shall have the right, at their option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any Note evidencing the same, immediately due and payable in full."

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 **SEVENTY-TWO THOUSAND TWO HUNDRED FIFTY AND NO/100** dollars (**\$72,250.00**) 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:

<u>County</u>	<u>Book</u>	<u>Page</u>	<u>Doc. No.</u>		<u>County</u>	<u>Book</u>	<u>Page</u>	<u>Doc. No.</u>
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

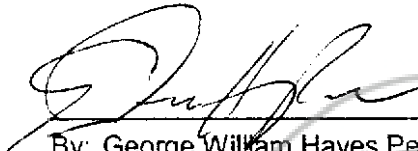
Lander 24 Off. Rec. 168 50782 || Washoe 300 Off. Rec. 517 107192  
|| White Pine 295 R.E. Records 258

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed below) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address above set forth.

Dated: January 14, 2004

Arizona Nevada Tower Corporation, a Nevada corporation

  
By: George William Hayes Peel,  
President

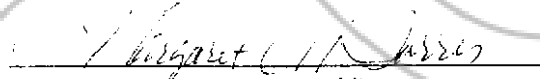
STATE OF NEW MEXICO )  
 ) :ss.  
COUNTY OF Bernalillo )



OFFICIAL SEAL  
MARGARET M. TORRES  
NOTARY PUBLIC  
STATE OF NEW MEXICO

My Commission Expires: 4/3/07

This instrument was acknowledged before me on  
1/20/2004 by  
George William Hayes Peel

  
Notary Public

(My commission expires:  
11/3/07 )