DEED OF TRUST

THIS DEED OF TRUST, made this 23rd day of July 1964, by and between BATTLE MOUNTAIN, INC., a Kansas Corporation qualified to do business in the State of Nevada, as Grantor, and PIONEER TITLE INSURANCE COMPANY OF NEVADA, as Trustee, and LOUISE M. MARVEL, ERNEST R. MARVEL, RICHARD T. MARVEL, MARY MARVEL, THOMAS J. MARVEL, ROSITA MARVEL, JOHN W. MARVEL and WILBURTA MARVEL, as their interest may appear, as Beneficiaries,

WITNESSETH:

That said Grantor hereby grants, conveys and confirms unto said Trustee in trust with power of sale, the property described on Exhibit "A" attached hereto which is made a part hereof as though here fully set out.

> TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title and interest, homestead or other claim or demand, as well in law as in equity, which the Grantor now has or may hereafter acquire, of, in or to the said premises or any part thereof, with the appurtenances.

There is assigned to the Trustee as security all rents, issues and profits present and future, but which assignment Trustee agrees not to enforce so long as Grantor is not in default in the payment of any sum or performance of any act to be made or performed hereunder, but in the event of default Grantor hereby gives to and confers upon Beneficiaries the right, power and authority to collect rents, issues and profits of said property or of any personal property located thereon, with or without taking possession of the property affected hereby, reserving to Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in the performance of any agreement hereunder, to collect and retain such rents, issues and profits as they may accrue and become payable.

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

keep the property herein described in at least its present condition, order and repair, and to maintain, care for, protect and repair adequate buildings and improvements thereon reasonably necessary for the operation of the ranch; and otherwise to protect and preserve the said premises and the improvements thereon and not to commit or permit any waste; Grantor agrees to farm, cultivate, irrigate, hay, pasture, graze and ranch said premises in a proper, approved and husbandmanlike and rancherlike manner common

preserve them as hay lands free of unnecessary accumulation of brush, willows and weeds; properly utilize all water rights appurtenant to or used in connection with the premises and to maintain in proper repair and useful condition all dams, ditches, diversions, wells and all other water utilization facilities; to make proper annual application and to timely pay all necessary fees for the use or non-use of the rights or privileges to graze livestock upon public lands and to commit no act of trespass upon public lands and the grazing privileges which are based upon all or any portion of the lands described in this Deed of Trust, and to do all things reasonably necessary or advisable to prevent the loss of, damage to or prejudice of any water rights or grazing rights or privileges attached to or used in connection with the premises described in this Deed of Trust.

SECOND: In the event of a deficiency after sale pursuant to the covenants incorporated herein, the Beneficiaries have a right to claim and collect such deficiency out of other property not otherwise exempt of the Grantor, or by suit or otherwise, together with costs incurred.

THIRD: The rights and remedies hereby granted shall not exclude any other rights or remedies granted herein or by law, and all rights or remedies granted hereunder or permitted by law shall be concurrent and cumulative.

FOURTH: All the provisions of this instrument shall inure to, apply to, and bind the heirs, legal representatives, successors and assigns of the beneficiaries hereto respectively as the context permits. The provisions of this instrument are binding upon the grantor herein and in the event the assets covered by this Deed of Trust are transferred to either THE LINCOLN CORPORATION,

INC., or the 25 CORPORATION, INC., both Kansas corporations, the said corporations shall assume the obligations of this instrument, and the obligations secured hereby as corporate obligations and the provision of this instrument shall, inure to, apply to, and bind the said corporations. In the event the assets are transferred to any other persons by either the Grantor or the said corporations, the transfer and assets shall be subject to the provisions of this instrument, but such person or persons shall not be personally liable on the obligations secured by this instrument and shall not be subject to suit upon the obligations secured by this instrument and shall not be subject to any deficiency judgment upon the sale of the property pursuant to the provisions of this Deed of However, nothing herein contained is intended to be, or shall be deemed to be a waiver by the Beneficiaries of this Deed of Trust or by the payees or holders of the Note secured by this Deed of Trust, or by their heirs, successors or assigns of payment of the Note secured hereby and performance of the terms and conditions of this Deed of Trust and the Note it secures.

FIFTH: It is agreed that if default be made in the payment of any principal or interest on the Note or debt this Deed of Trust secures, or in the payment of any other moneys herein agreed or provided to be paid by the Grantor, or the interest thereon, or in the performance of any of the covenants or agreements herein contained, and such default continues for sixty (60) days after written notice of such default is given to the Grantor, its successors or assigns, then at the option of the legal holder of this Deed of Trust and the Note or Notes it secures, the whole of the principal debt hereby secured shall forthwith become due and payable, and may be collected by suit, foreclosure or by proceedings hereunder.

SIXTH: This Deed of Trust is made on the express condition that neither the grantor, nor any successors or assigns of the grantor shall increase, or do anything to cause an increase in, the \$260,000.00, unpaid principal balance of the Deed of Trust dated January 6, 1964 executed by the W. T. JENKINS COMPANY, a Nevada corporation, to PIONEER TITLE INSURANCE COMPANY OF NEVADA, Trustee, to secure an indebtedness of \$260,000.00 in favor of the PRUDENTIAL INSURANCE COMPANY OF AMERICA recorded January 16, 1964, as follows:

BOOK	PAGE	FILE	OFFICIAL RECORDS
42	184	14559	Elko County, Nevada
2	480	40800	Lander County, Nevada
1	395	116375	Humboldt County, Nevada

and upon the further express condition that if there is default in the payment of either the principal or interest of any debt secured by any mortgage or Deed of Trust prior hereto, or if there is default in the performance of any of the conditions or covenants of any prior mortgage or Deed of Trust then, and in such event, the whole principal and interest of the debt or debts secured by this Deed of Trust shall, at the option of the holder of this Deed of Trust and the Note it secures, become immediately due and payable, and may be collected by suit, foreclosure or by proceedings hereunder, subject to notice requirement and rights of Grantor to cure defaults.

SEVENTH: Without affecting the liability of Grantor for the payment of the debt secured hereby, and without affecting the lien of this Deed of Trust, Beneficiaries and Trustee are respectively authorized and empowered as follows: (a) Make any agreement extending the time or otherwise altering the terms of payment of the debt and note this Deed of Trust secures, (b) accept additional security therefor of any kind, (c) release any of the property described in this Deed of Trust securing the indebtedness by

giving partial or full reconveyances or other instruments, or (d) release any other security or portions thereof held to secure the payment of the Note this Deed of Trust secures.

Grantor, its successors and assigns covenant to pay all rents, fees or charges hereafter to become due under the terms of SOUTHERN PACIFIC COMPANY Railroad Leases Nos. 2636M; 2637M; 2800M; 121243; and to perform or observe each covenant, condition and agreement thereof as necessary to keep them in good standing and, on the expiration of the term of each one, to apply for and to take all reasonable steps necessary to secure the reissuance, renewal or extension of each said lease; and upon default in the performance of this Deed of Trust and failure to cure such default within sixty (60) days after written notice of such default is given to Grantor, its successors or assigns, Grantor, its successors or assigns shall, assign and transfer to the Beneficiaries such leases subject to any consent to such assignment which must be obtained from the SOUTHERN PACIFIC COMPANY. In the event Grantor fails to pay the rental on any such leases or to renew or extend them, the Beneficiaries may cause such payments to be made, without waiving the default by the Grantor, and the amount paid therefore shall become a part of the indebtedness secured by this Deed of Trust and shall bear interest from the date of payment at the rate of five per cent (5%) per annum.

NINTH: Grantor agrees to pay all principal and interest payments and other payments hereafter to become due under the terms of the Nevada State Land Contracts assumed by the Grantor coincidently with the delivery of this Deed of Trust and to perform or observe each covenant, condition and agreement of such State Land Contracts as necessary to keep them in good standing and upon payment in full of the contracts to apply for and obtain a patent to all such contract lands in the name of the Grantor or its successors

or assigns. This Deed of Trust shall extend to and include as part of the mortgaged premises and as security for the payment of the Note and debt secured hereby, all lands being purchased pursuant to said State Land Contracts and all right, title, interest and estate the Grantor now has or may hereafter acquire in and to said State Contract Lands. Upon default in the performance of this Deed of Trust, and failure to cure such default within sixty (60) days after written notice of such default is given to Grantor, its successors or assigns, Grantor, its successors or assigns shall assign and transfer to the Beneficiaries all such State Land Contracts.

TENTH: The following covenants, Nos. 2 (present coverage); 4 (interest 5% per annum); 5; 7 (counsel fees - reasonable); and 8 of NRS 107.030, are hereby adopted and made a part of this Deed of Trust. In connection with covenant No. 2 it is agreed by the parties that in the event of any loss or damage occurring for which there is insurance coverage, the proceeds of any such insurance recovered for such loss shall be used, at the option or election of the Grantor to either (1) restore the Beneficiaries' security by repairing, replacing, restoring, rebuilding, or replacing the damaged structure to at least its condition at the time of loss, any balance of insurance proceeds to be retained by the Grantor; or (2) to be paid to the Beneficiaries to apply on the debt this Deed of Trust secures.

The Grantor agrees to pay and discharge at maturity all taxes and assessments and all other charges and encumbrances which now are or shall hereafter be, or appear to be, a lien upon the trust premises, or any part thereof; and that Grantor will pay all interest or installments due on any prior encumbrance, and that in default thereof, the Beneficiaries may, without demand or notice,

pay the same.

The parties agree that if, during the existence of this trust, there be commenced or pending any suit or action affecting the conveyed premises, or any part thereof, or the title thereto, or if any adverse claim for or against the premises, or any part thereof, be made, or asserted, the Trustee or Beneficiaries may appear or intervene in the suit or action.

If default be made in the performance of the obligation, or in the payment of the debt, or interest thereon, or any part thereof, or in the payment of any of the other moneys agreed to be paid, or of any interest thereon, or if any of the conditions or covenants of this Deed of Trust be violated, and if the sixty (60) days notice to which the Grantor is entitled pursuant to this Deed of Trust and the Note it secures is given and thereafter the notice of breach and election to sell, required by this Chapter, be first recorded, then Trustee, its successors or assigns, on demand by Beneficiaries, or assigns, shall sell the above-granted premises, or such part thereof as in its discretion it shall find necessary to sell, in order to accomplish the objects of these trusts, in the manner following, namely:

assigns, written notice of the default claimed and the Grantor, its successors or assigns shall have sixty (60) days thereafter to cure such default or to, within such sixty (60) day period, instruct the Trustee in writing to make a sale of the pro perty, at the option of the Grantor, in one lot or parcel or in such other lots or parcels as may be designated by the Grantor. If Grantor does not cure such default or give the Trustee such written instructions within such sixty (60) day period then Grantor shall be deemed to have waived its option and right to specify whether the property shall

be sold in one lot or parcels and to designate the lots or parcels to be sold. If the default has not been cured at the end of such sixty (60) day period, the Trustee shall then give notice of the time and place of such sale, in the manner provided by the laws of the State of Nevada, for the sale of real property under execution, and may from time to time postpone such sale by such advertisement as it may deem reasonable, or without further advertisement, by proclamation made to the persons assembled at the time and place previously appointed and advertised for such sale, and on the day of sale so advertised, or to which said sale may have been postponed, the Trustee may sell the property designated by the Grantor, if such written designation was made by the Grantor pursuant hereto, or if no such designation was made, then such property as the Trustee shall determine or select and as advertised, at public auction, at the time and place specified in the notice, either in the community in which the property, or any part thereof, to be sold, is situated, or at the principal office of the Trustee, in its discretion, to the highest cash bidder. Beneficiaries, obligee, creditor or the holder or holders of the Promissory Note secured hereby may bid and purchase at such sale. The Beneficiaries may, after the giving of the sixty (60) day notice to the Grantor, or after the recording of the notice of breach and election, waive or withdraw the same or any proceedings thereunder, and shall thereupon be restored to the Beneficiaries former position and have and enjoy the same rights as though such notices had not been served and/or recorded. Provided, however, that in the event the Grantor should instruct the Trustee as provided herein and specify whether the whole or a portion of the property is to be sold and designate the parcels, and the Trustee advertises for and conducts such sale but is unable to obtain a satisfactory buyer

then, without further notice to the Grantor or without any right in the Grantor to designate what property shall be sold, the Trustee may select what property it shall sell and readvertise and conduct the new sale without the necessity of re-recording the notice of breach and election to sell, and do all things necessary to exercise its power of sale.

It is agreed that the Beneficiaries or their assigns, with the approval of the Grantor, may, from time to time, appoint another Trustee, or Trustees, to execute the trust created by this Deed of Trust, and upon such appointment and a conveyance to such new Trustee of the premises so held in trust, the new Trustee or Trustees shall be vested with all the title, interest, powers and duties and trusts in the premises vested in or conferred upon the original Trustee.

A written instrument executed and acknowledged by the Beneficiaries and the Grantor reciting the change of Trustees and the approval of the Grantor, attached to the instrument of assignment or transfer, shall be conclusive proof of the proper appointment of such substituted Trustee. If there be more than one Trustee, either may act alone and execute the trusts upon the request of the Beneficiaries, and all of the Trustee's acts thereunder shall be deemed to be acts of all Trustees, and the recital in any conveyance executed by such sole Trustee at such request shall be conclusive evidence thereof, and of the authority of such sole Trustee to act.

If default be made by the Grantor in the performance of the terms, obligations, covenants and conditions of this Deed of Trust, or any of them, or in the payment of the debt or debts secured hereby, or the interest thereon, or any part thereof, the Beneficiaries, or the Trustee, upon request of the Beneficiaries,

shall give the Grantor written notice specifying the default claimed and the Grantor shall have sixty (60) days thereafter within which to cure such default before the Trustee shall exercise any power of sale provided for in this Deed of Trust.

This Deed of Trust shall inure to the benefit of and be binding upon the respective parties hereto and the heirs, executors, administrators and assigns of the Beneficiaries and the successors and assigns of the Grantor.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed by its duly authorized officers and its corporate seal affixed the day and date first above written.

BATTLE MOUNTAIN, INC. a Kansas Corporation qualified to do business in the State of Nevada

Vice-President

ATTEST:

William I Devis

Secretary

SEAL Affixed STATE OF NEVADA)

COUNTY OF Washer)

On this _______ day of July, 1964, personally appeared before me, a Notary Public in and for the said County and State, ROBERT A.

PAGE and WILLIAM D. DENIO known to me to beithe Vice-President and Secretary of the corporation that executed the foregoing instrument, and upon oath did depose that they are the officers of said corporation as above designated; that they are acquainted with the seal of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by the officers of said corporation as indicated after said signatures, and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

NOTARY PUBLIC

My Commission Expires December 17, 1984

SEAL Affixed

EXHIBIT "A" TO DEED OF TRUST FROM BATTLE MOUNTAIN, INC. CONSISTING OF PAGES A-1 THROUGH A-18.

PARCEL EC-ONE

TOWNSHIP 33 NORTH, RANGE 46 EAST, M.D.B.&M.

Section 1: A11

3: A11

> 5: **A11**

7: **A11**

9: A11

All 11:

13: A11

15: All

17: $\mathbf{M}\mathbf{1}$

19: **A11**

21: A11

25:

23:

Lots 1, 2, 3, 4, 7, 8, 9, 10; NW4; All that portion of Lots 1, 2, and 7, lying westerly and northwesterly of the following described line. Commencing at the South Quarter corner of said Section 25; thence northerly along the East line of the Southwest Quarter of said Section 25, a distance of 493.70 feet; thence North 36°16' West 2,205.80 feet; thence North 46°22' East, 1,796.00 feet, more or less to a point of intersection with the West line of Northeast Quarter of said Section 25, said point being the actual point of beginning of the line to be described; thence continuing North 46°22' East 1,712.00 feet; thence North 28°30' East 689.50 feet, more or less, to a point of intersection with the North line of said Section 25. Also, all that part of the Southwest Quarter of said Section 25, lying westerly and southwesterly of the following described line. Beginning at the South Quarter corner of said Section 25; thence northerly along the East line of the Southwest Quarter of said Section 25, a distance of 493.70 feet; thence North 36°16' West 2,205.80 feet; thence North 46°22' East 572.30 feet, more or less, to a point of intersection with the North line of the Southwest Quarter of said Section 25.

29: Ni, NiSWi; Lots 1 and 2 of SWi

Lots 1, 2, 7, 8, 9, 10, 11, 12 33:

TOWNSHIP 34 NORTH, RANGE 46 EAST, M.D.B.&M.

1: A11 Section

> A11 3:

5: A11

7: A11

9: A11

A11 11:

13: A11

15: A11

17: A11

19: A11

21: A11

23: A11

25: A11

27: A11

29: A11

31: A11

33: A11

A11 35:

7:

TOWNSHIP 33 NORTH, RANGE 47 EAST, M.D.B.&M.

Lots 1, 2, 3, 4; Sant; SWk 5: Section

NEX; EZWZ; Lots 1, 2, 3, 4 All that portion of the Northeast Quarter lying westerly 9: and northwesterly of the following described line; Commencing at the Southwest corner of said Section 9; thence South 89°54 East 518.00 feet; thence North 45°30' East 3,759,10 feet, more or less, to a point of intersection with the South line of the Northeast Quarter of said Section 9 and the actual point of beginning of the line to be described; thence from said point continuing North 45°30! East 2,894.20 feet more or less, to a point of intersection with the East line of said Section 9.

All that portion lying northerly and northwesterly of the following described line; Beginning at a point on the East line of said Section 17, that is distant southerly thereon, 667.50 feet from the Northeast corner of said Section 17; thence South 38°51' West 1,400.00 feet; thence South 63°15' West 1,960.00 feet more or less, to a point of intersection with the South line of the Northeast quarter of said Section 17.

TOWNSHIP 34 NORTH, RANGE 47 EAST, M.D.B.&M.

A11 Section 1:

> 3: A11

5: A11.

7: A11

9: A11

11: A11

13: Lots 1, 2; WiNE设; Win

15: A11

17: All

19: All

21: A11

TOWNSHIP 34 NORTH, RANGE 47 EAST, M.D.B.&M.

Section 23: N2; N2SW2; Lots 1 and 2;

- Lots 1 and 2 of NEX; Lots 6 and 7 of SWX; and that por-25: tion of the South Half of Northeast Quarter lying westerly and northwesterly of the following described Beginning at a point on the East line of said Section 25, that is distant Southerly thereon 1,690.20 feet from the Northeast corner of said Section 25; thence South 44°00' West 1,320.30 feet, more or less, to a point of intersection with the South line of the Northeast Quarter of said Section 25. And that portion of the East Half of Southwest Quarter lying westerly and northwesterly of the following described line: Commencing at the Northeast corner of said Section 25; thence southerly along the East line of said Section 25, a distance of 1,690.20 feet; thence South 44°00' West 3,762.80 feet, more or less, to a point of intersection with the East line of the Southwest Quarter of said Section 25 and the actual point of beginning of the line to be described; thence from said point, continuing South 44°00' West 1,253.00 feet, more or less, to a point of intersection with the South line of said Section 25.
- 27: Lots 1, 2, 4, 5, Wanek; NWk; NaSWk
- 29: A11
- 31: A11
- 33: A11
- Lots 1 and 2 of NEX; Lots 6 and 7 of SWX; and that por-35: tion of the St of NEt lying westerly and northwesterly of the following described line: Commencing at the Southwest corner of said Section 35; thence easterly along the South line of said Section 35, a distance of 1,801.80 feet; thence North 44°30' East 3,758.80 feet, more or less to a point of intersection with the South line of the Northeast Quarter of said Section 35, and the actual point of beginning of the line to be described; thence from said point continuing North 44°30' East 1,255.40 feet, more or less to a point of intersection with the East line of said Section 35. And that portion of the Et of SW lying westerly and northwesterly of the following described line; Beginning at a point on the South line of said Section 35, that is distant easterly thereon 1,801.80 feet from the Southwest corner of said Section 35; thence North 44°30' East 1,251.60 feet, more or less, to a point of intersection with the East line of the Southwest Quarter of said Section 35.

TOWNSHIP 34 NORTH, RANGE 48 EAST, M.D.B.6M.

Section 5: Lots 1, 2, 3, 4; Sana; Swk

7: NEk; EWk; Lots 1, 2, 3, 4

PARCEL EC-TWO

TOWNSHIP 33 NORTH, RANGE 44 EAST, M.D.B. &M.

Winwi; Swisel; Swi 3: Section

- EZEZEZ 4:
- 9: ESESES
- 1.0: **A11**
- Ninet; Swinet; wi; Sei excepting therefrom 4.5 acres, 12: more or less, as conveyed by deed dated August 9, 1907, executed by Russell Land and Cattle Company to Western Pacific Railway Company, recorded in Book 51, page 183, deed records of Lander County, Nevada.
- NWŁNWŁ; SŁNWŁ; SŁ 14:
- 15: All
- ESESES 16:
- ENENE 21:
- Nz; SEZ; Nzswz; SEZSWZ 22:
- 23: All
- 24: A11
- A11 25:
- A11 26:
- All, EXCEPTING THEREFROM 30 acres, more or less, as 36: conveyed by deed dated April 22, 1903, executed by Russell and Bradley Land and Cattle Company to Central Pacific Railway Company; recorded in Book 49, page 754. Deed Records of Lander County, Nevada.

TOWNSHIP 34 NORTH, RANCE 44 EAST, M.D.B. 684.

NWZ; NZSWZ; SEZSWZ Section 26:

EZEZEZ 33:

SWINWE; NISWE; SEISWE 36:

TOWNSHIP 35 NORTH, RANGE 45 EAST, M.D.B. 6M.

9: ESSEL: SWESEL Section

> NS: WSSWE 10:

Ninet; Swinet; Sinut; NWiswi; NEINWI 16:

nwinet; ninwt: 20:

TOWNSHIP 36 NORTH, RANGE 46 EAST, M.D.B. 6M.

SWŁSEŁ; NŁSWŁ Section 16:

17: NEESEL

TOWNSHIP 36 NORTH, RANGE 47 EAST, M.D.B. 6M.

Section 16: NaSEA; Saswa; SwaseA

WASWA 18:

NWX; WZSEX; NZSWX; SEXSWX 19:

NEZNEZ; SZNEZ; NWZSEZ; NEZSWZ; SZSWZ 20:

21: NANWA

29: NWŁNWŁ

NE INE L WIE ! 30:

TOWNSHIP 33 NORTH, RANGE 44 EAST, M.D.B.&M.

Wieżej; Wież; Wi Section 4:

5: All

NINE L 8:

Wieiei; Wiei; Eiswi; NWi Wieiei; Wiei; Einwi Wieinei 9:

16:

21:

TOWNSHIP 34 NORTH, RANGE 44 EAST, M.D.B.&M.

Section 31: A11

32: A11

When; Wi Wiene 33:

PARCEL EC-THREE (A)

TOWNSHIP 36 NORTH, RANGE 47 EAST, M.D.B.&M.

Section 30: SELNEL; SELNWL; ELSWL;

TOWNSHIP 32 NORTH, RANGE 45 EAST, M.D.B.&M.

Section 1: A11 2: A11

PARCEL EL-ONE

TOWNSHIP 36 NORTH, RANGE 45 EAST, MDB&M

SEZNEZ; EZSEZ 4: Section

NVŁNWŁ! SEŁNWŁ; NEŁSWŁ; SWŁSWŁ; 10:

16: nwine:

TOWNSHIP 36 NORTH, RANGE 46 EAST, MDB6M

ENEX; Section 1:

5:

SWISEL; NWISWI; SISWI; Lots 1 and 2 of NEI; SEINEL; Lots 3 and 4 6:

of NWX; NWXSEX;

Niset; seiset; neiswi; 7:

NWINEZ; SINEZ; NEINWY; 8:

SEŁSWŁ; 9:

SWINEL; NINWE; SEINWE; 17:

TOWNSHIP 36 NORTH, RANGE 47 EAST, MDB&M

WASWA; Section 6:

WaWa; 7:

SE ZSE Z: 10:

NISEL; SWL; 11:

NAMEL; NEXWA; SANWA; NWASWA; 12:

Name 1; Swane 1; Ne anwa; Sanwa; 15:

SELNEL; 16:

TOWNSHIP 37 NORTH, RANGE 45 EAST, MOBEM

Section 26: NWŁNWŁ;

SELNEL; SWŁSEL; 36:

TOWNSHIP 37 NORTH, RANGE 46 EAST, M.D.B. 6M.

SELSEL; Section 13:

> 24: ELEK;

EAE's; 25:

SAMA; 28:

SHE; 29:

NWINEL; SELNEL; NELWY; 30:

ELES: 36:

TOWNSHIP 37 NORTH, RANGE 47 EAST, M.D.B. SM.

SE INE Section 13:

TOWNSHIP 37 NORTH, RANGE & EAST, M.D.B. &M.

Section 18: Lot 2 of NWS:

> 25: S\S\;

SISEL; SELSWA; 26:

34: NINS;

NWŁNWŁ: 35:

TOWNSHIP 37 NORTH, RANGE 49 EAST, M.D.B. &M.

nwinwi (or Lot 4 of NWI) Section 2:

3

Lots 1, 2, 3 and 4 (NaNa); Lots 1, 2 and 3; Sanwa; Waswa; 4:

Lot 2 of NEt; SWENET; NWESEL; SESEL; ELSWE; 5:

WINEY: EIWY: 8:

NINE : 16:

WINEL: BINWL; SEL; 17:

20: Εķ;

29:

NWINEL; NINWE; SWEWE; NEESWE; Lot 3 of SWE(NWEWE); 30:

TOWNSHIP 38 NORTH, RANCE 47 EAST, M.D.B.SM.

NWINWI: SEINWI: WISEL: Section 12:

13: NEKNEK:

TOWNSHIP 38 NORTH, RANGE 49 EAST, M.D. B. SEE.

Sinek; Nimit; Seinwi; Niset; Seisek; Section 1:

NE LIE : 2:

SWASWA; 16:

22:

neisel; sisel; niswl; 23:

SWŁSWŁ 24:

NBL: NIMWE: 25.

27: Winet; Seliwit; Netswit; Siswit;

NWESHE; SESWE; 28:

SELSEL; KELSWL; 29:

einel; seinul; sisel; neisul; 32:

netset; steet; 33:

Why; netebt; stset; 34:

sylver: Nast: 2nfont: 33:

NYSY: 36:

TOWNSHIP 38 NORTH, RANGE 50 EAST, M.D.B. 6M.

A11 Section 3:

> 4: **A1**1

Lots 1 and 2 of NEt; SELNET; Lots 3 and 4 5:

6:

of NWk; SEk; SELSKW;; SWASWW; NAMMA SELNWA; SEK; NELSWA; NEK; ELNWA; SI; 7:

8:

TOWNSHIP 38 NORTH, RANGE 50 EAST, MDB6M - (Continued)

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Section 10:
              A11
              A11
         15:
              A11
         16:
         17:
              A11
              E5;
         18:
              Et; Etswit;
         19:
         20:
              All
         21:
              A11
              A11
         22:
              Ninel; swinel; nwi; nwiswi;
         27:
              NI; NWLSEL; SWL;
         28:
         29:
         30:
              A11
              NY; NYSY;
         31:
              NY; NYSY;
         32:
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TOWNSHIP 38 NORTH, RANGE 51 EAST, M.D.B. SM.

```
Section 6: N\; SE\; N\SW\; SW\SW\;
7: N\NE\; SE\NE\; NW\; SE\SW\; SE\;
18: NE\; SE\NW\; E\SE\; SW\;
19: E\NE\; Lots 1, 2 and 4; SE\NW\; N\SE\;
SE\SW\;
30: W\;
```

TOWNSHIP 39 NORTH, RANGE 49 EAST, M.D.B. &M.

```
8:
              SELSEL;
Section
              SIST;
          9:
              sisi
Sisi
Siswi;
        10:
        11:
        12:
         13:
              STATES; HIRE;
              NET; ENWY:
         14:
              NAMEL: ELSEL; NELSWA;
        15:
              MALMAR; SELMAL; MALSEL; SLSEL; NELSWL; SWLSWL;
        16:
              ELEN,
         17:
              ELNEL; SEL;
         20:
              STREE NEWNY; SWENWY; WESEY; SWY;
        21:
              Winny; Nisel; Jeisel; Sul;
        22:
              8484
        23
              SISEL; SWL:
         24:
         25:
        26:
        27:
              MANY; SELNEY;
         28:
        29:
         31:
               HEL SELECT NEWNY;
         34:
                 : SEL: F
         35:
         36:
```

TOWNSHIP 39 NORTH, RANGE 50 EAST, M.D.B. &M.

```
Section 7: Sisi;
15: SWi;
16: Wiwi; Nisel; Nelswi;
17: All
18: Ni; SEL; Nelswi; Siswi;
19: Ni; Nwisel; Selsel; Niswi; Swiswi;
20: Nwinwi; SEL; SELSWi;
21: Ni; Wisel; Swi;
22: Ninwi;
27: Swisel;
28: Nwinel; Nimwi; Swimwi;
29: Nelnel; Nelsel; Wie; Wi;
30: Lots 1, 2, 3 and 4; Eiswi; Sisel;
31: Ni; SEL; Nwiswi; Siswi;
32: Selnel; Swinwi; Nini; Si;
33: Swinel; Selnwi; Si;
34: Sinel; Elnwi; Si;
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PARCEL EL-TWO

TOWNSHIP 37 NORTH, RANGE 46 EAST, M.D.B. 6M.

SWINEL; WISEL; Section 24: 25: WINEL; SWISEL;

TOWNSHIP 38 NORTH, RANGE 47 EAST, M.D. B. &M.

Section 13: NW\SW\z\s

TOWNSHIP 38 NORTH, RANGE 48 EAST, M.D.B.&M.

WYSHY; Section 4: NN F NN F 17:

TOWNSHIP 37 NORTH, RANGE 49 EAST, M.D.B.&M.

Ninei; neinwi; sisei; seiswi; Section 25:

ENEX; 35:

Nanea; nwanwa; 36:

TOWNSHIP 37 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 3: SYSEX;

EZSWZ; 6:

EZNWZ; NEZSWZ; 7:

NE ZNWZ; 10:

17:

SW1; Lot 3; Nelsw1; Nise1; Swlse1; 18:

NEZNEZ: 19:

Nana; Seanea; 20:

21: WZNWX

SWŁSWŁ; 22:

27: EZSWZ;

Nanwa; Nasea; 28:

NZNZ; 29:

NWINEL; NINWE; 30:

SINZ; 31:

NEŁNEŁ; SŁNEŁ; NWŁ; NEŁSWŁ; NWŁSEŁ; 32

NWINEY; NEINWY; 34:

TOWNSHIP 39 NORTH, RANGE 50 EAST, M.D.B.&M.

SISWX; Section 27:

28:

neżseż; sąseż; seżswż; eżneż; neżnwż; swżnwż; 33:

NWENEZ; NWENWE; 34:

1.15

TOWNSHIP 36 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 5: NW\\SW\\\; SE\\SW\\\;

6: SELNEL; SWINWL; NELSEL; WISWL;

8: N\nwk;

TOWNSHIP 37 NORTH, RANGE 51 EAST, M.D.B. &M.

Section 3: WaWa;

7: NWINEY; NEINWY; SWISEY; Lots 1, 2 and 3;

16: SW\SW\;

18: NW\NE\\ SW\SE\\ SE\SW\\; Lot 4;

21: SWŁNEŁ; SEŁNWŁ;

31: NW\se\:

TOWNSHIP 38 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 19: SE\SE\;

20: S\S\

21: S\SE\

22: SWŁSEŁ;

25: N4:

26: Nank;

28: NETNET:

29: NE 1:

30: NEENEE: WENEY:

23: S\SW\;

TOWNSHIP 37 NORTH, RANGE 52 EAST, M.D.B.&M.

Section 2: NW\sE\t;

3: N\SW\;

11: SWŁNWŁ; NWŁSEŁ;

TOWNSHIP 38 NORTH, RANGE 52 EAST, M.D.B. &M.

Section 20: Wanwa; Naswa; Easea;

21: W\nw\k;

29: ENWY; NELSWY; SWYSWY;

31: N\SE\;

32: WYSEK:

TOWNSHIP 37 NORTH, RANGE 53 EAST, M.D.B. 6M.

Section 5: Lot 1;

TOWNSHIP 38 NORTH, RANGE 53 EAST, M.D.B. SM.

Section 32: NEINEL; SWINEL;

33: NINEL; NWL; NISWL;

34: NWŁNWŁ;

PARCEL EL-THREE

TOWNSHIP 36 NORTH, RANGE 47 EAST, M.D.B. &M.

Section 6: Lot 5;

TOWNSHIP 36 NORTH, RANGE 48 EAST, M.D.B. &M.

Section 5: Lots 2, 3, and 4; Shink;

Lots 6 and 7; SEINEL; ELSWI; NISEL;

TOWNSHIP 37 NORTH, RANGE 48 EAST, M.D.B.SM.

Lot 1; SINEL; ELSWL; NWLSEL; Section 6:

SWINEL; EINWI; WISEL; 7:

N\SWk; 17:

18: NINE ; SELNEL; SELNWL; NELSEL;

20: NE INE L

25: NE SEL;

Wisel; Selswi; Neisel; Sisel; 28:

32:

33: NEŁ; EŁNWŁ; NŁSWŁ;

TOWNSHIP 38 NORTH, RANGE 48 EAST, M.D.B. SM.

Section 1: SWINEL: NWISEL:

12: SELNWL: NESWL;

TOWNSHIP 37 NORTH, RANGE 49 EAST, M.D.B.SM.

Section 6: Lots 4 and 7;

7: Lot 4:

NEISEL; SISEL; SELSWI; 13\c.

18: Lot 4;

Lot 4: 19:

NE LINK WENT; 24:

25: WYWY;

SELSEL: 26:

30: Lot 4:

TOWNSHIP 38 NORTH, RANGE 49 EAST, M.D.B. 6M.

Section 7: SELNEL:

> 8: SANA.

9: WISWI;

16:

winwi; eiswi; seisei; seiswi; 17:

19:

SE\SE\; Lot 4; W\nw\; nw\sw\; SE\sw\; 21:

25: SWŁNWŁ;

26: SELNEL; NISWL;

28: E NW ;

30: NE LSE L;

Lot 1; 31:

TOWNSHIP 37 NORTH, RANGE 50 EAST, M.D.B.6M.

```
Section
         3:
             Lots 1 and 3; S\SW\z;
         6:
            Lot 5; SEXNIX;
         7:
             SELSWA; SWLSEL;
             NE LSEL; SWLSEL;
         8:
             ne inet; sinet; niswi:
         9:
        10:
             SYNNY; HWYSEY; SEYSEY;
        15:
            NETNET; STRET; NETSWE; STSWE; NWISEL
        16:
             SWŁSEk:
            EZNWZ:
        17:
       18:
            Lot 2; ENWY;
       20:
            SELNWL: ELSWL: ELSEL:
       21:
            Name t; Nethwij Naswi; Setswit; Saset;
       22: SEŁNEŁ; NWŁNEŁ; NŁNWŁ; NŁSWŁ; SEŁSWŁ; WŁSEŁ;
       27: WINWE; NWESWE;
            SEŁNWŁ; NISWŁ; SWŁSWŁ;
       28:
       29:
           SEŁNWŁ; NEŁSWŁ; WŁSEŁ;
            NE KNE K;
       30:
       32:
            NW LNE L
       33:
            WENEE; NEWE;
       34: ENEX: WYSEY:
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TOWNSHIP 39 NORTH, RANGE 50 EAST, M.D.B. 6M.

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Section 10: Lot 3; wisel;
15: Lots 3 and 4; Wisel;
21: Eisel;
22: Lots 1 and 2; Winel; Sinwl; Swl; wisel;
27: Lots 3 and 4; Wwinel; Nwk; Niswl;
28: Neinel; Sinel; Seinwl; Niswl; Swiswl; Nwisel;
29: Selsel;
32: Swinel; Selnwl;
33: Nwinel; Nwinwl;
34: Lot 1; Swinwl;
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TOWNSHIP 36 NORTH, RANGE 51 EAST, M.D.B. 6M.

Section 6: Lots 2, 3 and 4; SWINEL;

TOWNSHIP 37 NORTH, RANGE 51 EAST, M.D.B. &M.

```
Lots 1, 2, 3 and 4; SINE; SELWE; SE
Section
          2:
             Lot 1; SWINEL; SEINWI; NISWI; NWISEL:
     4: Lot 1; SWknWk; Shi
              Lot 2; Seinei;
Nwinei; Sinei; Neinwi;
Sinei; Swimi; Niswi; Nwisei;
         5:
         8:
          9:
        10:
              A11
              Winel, Einwit,
        12:
                                 富宝级 江 矮色矮小 中
              swłswł;
        13:
        14:
              SYNEY; NWY; NEYSWY; SEY;
        15:
              NWŁSWŁ:
        16:
              nwinni; biswi: nisei; swisei;
```

TOWNSHIP 37 NORTH, RANGE 51 EAST, -CONTINUED

```
SWESEE;
Section 17:
              ne Łswł;
         19:
               SWŁSWŁ; EŁWŁ;
         20:
              netnut; nutset; stset;
setnut; setnut;
         21:
         22:
               NY: WYSEY;
         24:
               NWŁNWŁ; SWŁSWŁ;
         27:
               ENEX; NEXSEX; SASA;
         28:
               SWŁNWŁ; SEŁSEŁ; EŁWŁ; WŁEŁ;
         29:
```

30: Lot 3; 31: SELWA; ELSWA; NELSEA;

32: NEENEY; WANEY; NASA; SEASEY;

TOWNSHIP 38 NORTH, RANGE 51 EAST, M.D.B.SM.

```
S\;
Section 25:
              SINY; SY;
         26:
              NI; NISI;
         27:
              NWINER; SINER; NWE; NISER;
         28:
         29:
              NINWE:
              WYSWY:
         34:
              All
         35:
              All
         36:
```

TOWNSHIP 39 NORTH, RANGE 51 EAST, M.D.B&M.

Section 36: EXEX;

TOWNSHIP 37 NORTH, RANGE 52 EAST, M.D.B.&M.

```
Lot 2; SWEWER; SEENWE; NISWE; SWESWE;
         2:
Section
         3:
             SEL:
             SWENEL: SENWE; SWE; NESEE;
         4:
             Lots 1 and 2; SINE; SEk;
         5.
             SASA;
         7:
             S\S\;
         8:
         9:
             NWK; SEK; SYSWK;
             ENEK; St;
        10:
             MYLMY; WISHE;
        11:
             WiEi;
        18:
             WINEL: SHWIL: NISWI; SEL;
        19:
```

TOWNSHIP 38 NORTH, RANGE 52 EAST, M.D.B. &M.

```
Lot 1; SELNEL; NISEL; SWISEL;
         1:
Section
             Lot 4; SELWA; SWA; SASEA;
         2:
             SIN; SI;
         4:
             Lots 1 and 2;
         5:
             Lots 3, 4, 5, 6 and 7; SELWE; ELSWE;
         6:
             NEX; NEXMX;
         7:
             SWŁNWŁ; SWŁ;
         8:
             A11
         9:
             A11
        10:
```

TOWNSHIP 38 NORTH, RANGE 52 EAST, M.D.B.&M. - Continued

```
Section 11:
                A11
                WINEZ: SWZSEZ;
          12:
                NWINEL; SINY; NYSY; SEZSWZ; SWZSEZ;
          13:
                Ninet; Seinet; Seinwi; Niswi; Swiswi;
          14:
                NEŁ; SWŁ; EŻNWŁ;
SWŁNEŁ; NŻNWŁ; SEŁNWŁ; NEŁSWŁ; SŻSWŁ; NWŁSEŁ;
          15:
          16:
          17:
                WINEL; SISEL; WZ;
                SE\SE\;
          18:
                NWŁNEŁ; SEŁNWŁ; NEŁSWŁ; SWŁSWŁ; SEŁ;
          19:
                Ełnwł; nwłseł; swłseł; słswł;
włeł; ełwł; włnwł; nwłswł;
          20:
          24:
                SEZSEZ; WZEZ; EZWZ;
          25:
                SWENEE; NWE; SE;
          26:
                N½NW½; SE½NW½; SW½NE½; N½SE½;
W½NW½; NW½SW½; SE½SW½;
Lots 1, 2 and 4; E½;
          27:
          29:
          30:
                winel; niswi; sisi;
          31:
                SWZ; EZSEZ;
          32:
                SkNW2;
          33:
          34:
                NYNY;
                Ny; netswe set;
          35:
                NAME & ; SWANE & ; WA; NASE & ;
          36:
```

TOWNSHIP 39 NORTH, RANGE 52 EAST, M.D.B. 6M.

```
Section 21:
              SE\SE\;
              ENEX; SWISWI; SEISEL; ENW; WIEN;
         22:
              NWINEL; SINEL; NEINWE; SWENWE; NISEL;
              SWESEE; SESWE:
              S\S\;
         24:
              NEŁSWŁ; SŁSWŁ;
         25:
              NEL; ELSEL;
         26:
              NEŁ; NEŁNWŁ; SEŁSWŁ;
         28:
         29:
              NE & SE &
              Lots 1, 2, 3 and 4;
Lots 1, 2, 3 and 4; SWENEZ; SEZNWZ; EZSWZ;
         30:
         31:
              SWŁNEŁ; NWŁSWŁ; SŁSŁ;
         32:
              NEZNEZ; SZNEZ; NZSEZ; SWZSEZ;
         33:
              NWY; SEY;
         34:
         35:
              ENEX; NASEX; WA;
              A11
         36:
```

TOWNSHIP 38 NORTH, RANGE 53 EAST, M.D.B. &M.

Section 17: WkNWk;

33: SEŁSWŁ; SWŁSEŁ;

TOWNSHIP 39 NORTH, RANGE 53 EAST, M.D.B.SM.

Section 30: NEŁNWŁ; SWŁNEŁ;

TOWNSHIP 37 NORTH, RANGE 51 EAST, M.D.B. &M.

Section 7:

9:

S\sw\; S\sw\; S\sw\; S\sw\; SE\sw\; S\sw\ne\; S\sw\ne\; S\sw\ne\; 17: 18:



Together with all buildings, fixtures, fences and improvements on said lands or any portion thereof; and

Together with all rights, privileges, licenses, leases and permits now held or hereafter acquired to graze livestock upon the public domain under or pursuant to the so-called Taylor Grazing Act appurtenant to or used in connection with said lands or any portion thereof; and

Together with all waters, water rights, springs, wells, stock watering rights and all other forms of water, water sources and water rights appurtenant to or used in connection with said lands or any portion thereof, including without limitation all decreed waters, Certificates of Appropriation, Applications for Appropriation, permits and licenses authorizing the appropriation, diversion and use of waters for any purpose and including all dams, ditches, diversions, laterals, conduits, reservoirs, piping, well pumping, and distribution equipment, well casings and all rights of way, easements and licenses used to convey or, divert, and utilize any such waters.

ELHO, NEVADA

A-18

39977 Filed for record at the request of Pioneer Title Insurance Co., of Nevada July 24, 1964, at 28 minutes past 1 P. M. Recorded in Book 4 of Official Records, page 471-500, Records of EUREKA Milles a. De Tarl, Recorder, COUNTY, NEVADA.

Fee: \$ 24.65