

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 38th day of October, 1966, by and between MELVIN R. JONES and RACHEL S. JONES, his wife, of the County of Eureka, State of Nevada, hereinafter called Trustors, and NEVADA TITLE AND GUARANTY COMPANY, a Nevada Corporation, Trustee, and TONY GILIOTTI and RHODA GILIOTTI, his wife, hereinafter called Beneficiaries:

W I T N E S S E T H

WHEREAS, the Trustors are indebted to the Beneficiaries in the sum of SEVENTY THOUSAND DOLLARS, (\$70,000.00), lawful money of the United States of America, together with the interest thereon at the rate of 6% per annum in said lawful money of the United States of America, and have agreed to pay the same according to the tenor and terms of a certain Promissory Note of even date herewith, and made, executed and delivered by the said Trustors to the said Beneficiaries, a copy of which Note is attached hereto and made a part hereof;

NOW, THEREFORE, the said Trustors, for the purpose of securing the payment of said Promissory Note, and the principal and interest and all other amounts therein set forth, or therein provided to be paid, and also the payment of all other monies herein agreed or provided to be paid by the said Trustors, or which may be paid out or advanced by the Beneficiaries or the Trustee under the provisions of this instrument, with interest, and further, in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, in hand paid by the Trustee, the receipt whereof is hereby acknowledged, have granted, bargained and sold and by these presents do hereby grant, bargain and sell unto the said Trustee and to its successors and assigns, all that certain real property situate in the County of Eureka, State of

Nevada more particularly described as follows:

See Exhibit A attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD said premises, together with the appurtenances, unto the said Trustee, and to its successors and assigns, for the uses and purposes herein mentioned.

Being in trust, nevertheless, for the benefit and security of the Beneficiaries herein named, and the holders of said Promissory Note secured hereby, as well as security for the repayment of all sums of money which may hereafter become due and payable from the said Trustors to said Beneficiaries, as well as security for the renewal or renewals of said note or the debt evidenced thereby.

The following covenants, One, Two, (                    ); Three, Four, (6%) Five; Six; Seven, reasonable; Eight, and Nine of N.R.S. 107.030 are hereby adopted and made a part of this Deed of Trust.

The Trustors promise to properly care for and keep the property herein described in the same condition as the same now exists, subject to normal wear and tear; to care for, protect and repair all buildings and improvements situate, or to be constructed thereon; to properly maintain, irrigate and harvest any meadows, cultivate the crop areas, applying the water rights to beneficial use so that the same shall not be lost by abandonment or adverse use; not to remove or demolish any buildings or other improvements situate thereon; and to otherwise protect and preserve the said premises and improvements thereon; and not to commit, or permit any waste or deterioration of said buildings and improvements, or of said premises; and to pay, when due, all claims for labor performed and materials furnished therefor.

This Deed of Trust shall also be security for such additional

amounts as may be hereafter loaned by the Beneficiaries or their heirs, executors, administrators or assigns, to the Trustors, or any successors in the interest of the Trustors, and any present or future demands of any kind or nature which the Beneficiaries, or their heirs, executors, administrators or assigns, may have against the Trustors, whether created directly or acquired by assignment; whether absolute or contingent; whether due or not; or whether otherwise secured or not; or whether existing at the time of the execution of this instrument or arising thereafter; and also as security for the payment and performance of every obligation, covenant, promise, and agreement herein, or in said Note or Notes contained.

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

Said Trustors, in consideration of the premises, do hereby covenant and agree that neither the acceptance nor the existence now or hereafter, of other security for the indebtedness secured hereby, nor the release thereof, shall operate as a waiver of the security of this Deed of Trust, nor shall this Deed of Trust, nor its satisfaction nor a reconveyance made hereunder, operate as a waiver of any such other security now held or hereafter acquired.

All covenants and agreements herein contained, or by reference made a part hereof, shall be binding upon the heirs, executors, administrators and assigns of the said Trustors, and this indenture shall not be modified in any respect by the amendment or repeal of any law which has been by reference made a part hereof.

IT IS EXPRESSLY AGREED that the trusts created hereby are irrevocable by the Trustors.

IN WITNESS WHEREOF, the Trustors have hereunto set their hands the day and year first above written.

Melvin R. Jones  
MELVIN R. JONES

Rachel S. Jones  
RACHEL S. JONES

STATE OF NEVADA,)
SS.
COUNTY OF ELKO, )

On this 28th day of October, 1966, personally appeared before me a Notary Public in and for said County and State, MELVIN R. JONES and RACHEL S. JONES, his wife, known to me to be the persons described in and who executed the foregoing instrument; who acknowledged to me that they executed the same 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 in this Certificate first above written.

Barbara J. City  
NOTARY PUBLIC

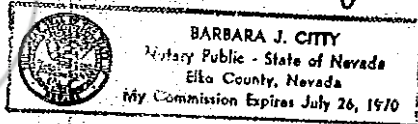


EXHIBIT A

All those certain lots, pieces or parcels of land situate in the County of Eureka, State of Nevada, particularly described as follows, to-wit:

PARCEL ITOWNSHIP 31 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 1: Lots 3 and 4; S $\frac{1}{2}$ NW $\frac{1}{4}$ ; N $\frac{1}{2}$ SW $\frac{1}{4}$

Section 2: N $\frac{1}{2}$

EXCEPTING from Section 2 that parcel conveyed by T. R. JEWELL, et al, to CENTRAL PACIFIC RAILWAY COMPANY by Deed recorded May 2, 1902 in Book 14 of Deeds at page 426, Eureka County, Nevada.

FURTHER EXCEPTING therefrom that parcel of Section 2 conveyed by T. R. JEWELL to the SOUTHERN PACIFIC COMPANY by Deed recorded April 14, 1906 in Book 15 of Deeds at page 176, Eureka County, Nevada.

FURTHER EXCEPTING therefrom a parcel of land conveyed by THOMAS R. JEWELL and THOMAS H. JEWELL to the WESTERN PACIFIC RAILWAY COMPANY by Deed recorded May 23, 1906 in Book 15 of Deeds at page 186, Eureka County, Nevada.

FURTHER EXCEPTING therefrom a parcel of land conveyed by THOMAS R. JEWELL, et ux, to the CENTRAL PACIFIC RAILWAY COMPANY by Deed recorded September 25, 1907 in Book 15 of Deeds at page 531, Eureka County, Nevada.

TOWNSHIP 31 NORTH, RANGE 52 EAST, M.D.B.&M.

Section 6: SE $\frac{1}{4}$ SW $\frac{1}{4}$

Section 7: ALL

Section 17: W $\frac{1}{2}$

Section 18: E $\frac{1}{2}$ NE $\frac{1}{4}$ ; NE $\frac{1}{4}$ SE $\frac{1}{4}$

PARCEL IITOWNSHIP 31 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 1: Lots 1 and 2; S $\frac{1}{2}$ NE $\frac{1}{4}$ ; S $\frac{1}{2}$ SW $\frac{1}{4}$ ; SE $\frac{1}{4}$

Section 11: Lots 1, 2, 3 and 4; S $\frac{1}{2}$ N $\frac{1}{2}$ ; N $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ ; SE $\frac{1}{4}$

EXCEPTING THEREFROM all petroleum, oil, natural gas and

products derived therefrom, within or underlying said land or that may be produced therefrom, as reserved in Deed dated January 17, 1950 from SOUTHERN PACIFIC LAND COMPANY to FILBERT ETCHEVERRY, OSCAR RUDNICK and SAM RUDNICK, co-partners, doing business as EUREKA LIVESTOCK COMPANY, recorded March 9, 1950 in Book 24 of Deeds at page 42, Eureka County, Nevada, Records.

FURTHER EXCEPTING therefrom all oil, gas and minerals as conveyed by MELVIN JONES and RACHEL JONES to SAM RUDNICK, et al, by Deed recorded November 5, 1962 in Book 26 of Deeds at page 299, Eureka County, Nevada, Records.

TOGETHER with all buildings and improvements situate on the above described property.

TOGETHER with all minerals, oil or gas lying on, in or under the above parcels of real property, as shall be owned by the Sellers as of the date hereof.

TOGETHER with all waters, water right, rights to the use of water, dams, ditches, canals, pipe lines, reservoirs, and all other means for the diversion or use of waters appurtenant to the said property or any part thereof or used or enjoyed in connection therewith, and together with all stock-watering rights, used or enjoyed in connection with the use of any of said lands and together with all range rights and grazing rights including all so-called Taylor Grazing Rights and privileges now or heretofore used upon or in connection with said property.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

File No. 42951  
RECORDED AT THE REQUEST OF  
Charles B. Evans, Jr.  
November 1 A. D. 1966  
at 36 minutes past 11 A. M.  
in Book 13 of OFFICIAL RECORDS  
Page 53-58 Records of  
EUREKA COUNTY, NEVADA  
Willie A. McLaughlin  
Recorder 7.25  
Fee \$ 7.25

CHARLES B. EVANS, JR.  
ATTORNEY AT LAW  
HENDERSON BANK BUILDING  
ELKO, NEVADA 89801