

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 1st day of April, 1967, by and between D V CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of Nevada, hereinafter called "Grantor," and TITLE INSURANCE AND TRUST COMPANY, Trustee, and HOWARD E. STEARNS and JEAN STEARNS, his wife, of Buckeye, County of Maricopa, State of Arizona, hereinafter called "Beneficiaries,"

WHEREAS, the Grantor is indebted to the Beneficiaries in the sum of FORTY-FOUR THOUSAND DOLLARS (\$44,000.00), lawful money of the United States, and has agreed to pay the same according to the tenor and terms of a certain Promissory Note bearing date of April 1, 1967, and made, executed and delivered by the Grantor to the said Beneficiaries, a copy of which Note is attached hereto as Exhibit A and made a part hereof.

NOW, THEREFORE, the said Grantor, for the purpose of securing the payment of the 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 moneys herein agreed or provided to be paid by the said Grantor, or which may be paid out or advanced by the Beneficiaries or Trustee, if such payments or advancements are made under the provisions of this instrument, with the interest in each case, hereby grants, bargains, sells, conveys and confirms unto the said Trustee all the right, title, estate, interest, homestead or other claim or demand, as well in law as in equity, which the said Grantor now has or may hereafter acquire of, in or to the property, improvements and appurtenances, situate in the County of Eureka, State of Nevada, and more particularly described as follows, to-wit:

VAUGHAN, HULL, McDANIEL & MARFISI
ATTORNEYS AND COUNSELORS
850 IDAHO STREET
ELKO, NEVADA

TOWNSHIP 21 NORTH, RANGE 53 EAST, M.D.B.&M.

Section 9: All

Together with all water, water rights, and rights to the use of water obtained by virtue of those certain State of Nevada Water Permits Numbers 18899, 18900, 20089 and 20090, and all dams, ditches, canals and other means or devices used for the diversion or use of waters appurtenant to the said property, or any part thereof.

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.

SUBJECT to reservations contained in the original patents from the United States of America in and to said lands.

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

The following covenants of NRS 107.030 are hereby adopted and made a part of this Deed of Trust: Nos. 1; 3; 4 - 6½ per cent; 5; 6; 7 - reasonable; 8 and 9.

Said Grantor, in consideration of the premises, hereby covenants and agrees that neither the acceptance nor existence, now or hereafter, or other security for the indebtedness secured hereby, or 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 thereunder operate as a waiver of any such other security now held or hereafter acquired.

This Deed of Trust shall inure to the benefit of and be binding upon the Grantor as indicated in the first paragraph of this Deed of Trust, and their respective heirs, executors, administrators and assigns accordingly, and the Beneficiaries as indicated in the first paragraph of this Trust Deed and their respective

heirs, executors, administrators and assigns accordingly.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the day and year first above written.

D V CORPORATION
A Nevada Corporation

ATTEST:

BY [Signature]
President

[Signature]
Secretary



STATE OF ^{California} ~~NEVADA~~)
 San Francisco) SS.
COUNTY OF ~~CLATSOP~~)

On this _____ day of April, 1967, personally appeared before me, a Notary Public in and for said County and State, known to me to be the 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 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 first above written.

[Signature]
NOTARY PUBLIC

EVELYN AGUADO-Notary Public-Cal.
BORN, EXP. APR. 6, 1978 - SAN FRANCISCO CO.
2811 California St., San Francisco, Calif. 94115

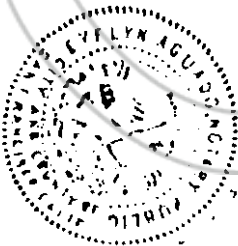


EXHIBIT A

PROMISSORY NOTE

\$44,000.00

April 1, 1967
Elko, Nevada

FOR VALUE RECEIVED, the undersigned D V CORPORATION, a Nevada Corporation, promises to pay to the order of HOWARD E. STEARNS and JEAN STEARNS, his wife, at Box 75, Rainbow Valley, Star Route, Buckeye, Arizona, or wherever payment may be demanded by the holders of this Note, the principal sum of FORTY-FOUR THOUSAND DOLLARS (\$44,000.00), with interest thereon at the rate of six and one-half per cent (6½%) per annum from April 1, 1967, until paid, both principal and interest payable only in lawful money of the United States of America in the following manner:

Payment shall be made in seven (7) annual principal installments of \$5,866.67 each; the first of said installments to be due and payable April 1, 1968, and annually thereafter through April 1, 1974; the final principal payments of \$2,933.31 shall be paid on or before October 1, 1974. Interest at the rate of 6½ per cent per annum will accrue on the unpaid balance of the Note, from and after April 1, 1967, and will be paid in addition to the foregoing specified principal payments and at the same date as said principal payments are made.

The maker shall have the right to pay all or any portion of this Note at any time. Provided, however, any additional payments shall not be cumulative payments, but the maker shall in all events pay each annual installment as it comes due until the Note is paid in full.

The maker, guarantors and endorsers hereby severally waive presentment for payment, notice of dishonor, protest and notice of protest, and of nonpayment of this Note, diligence, and all defenses on the ground of any extension of the time of payment that may be given by the holders of them or any of them; and also agree that further payments of principal or interest in renewal thereof shall not release them as makers, guarantors or endorsers.

If any default be made in any such installment payments of principal or interest and such default is not cured within 30 days, then at the option of the payee or holder of this Note, and without notice, the entire unpaid principal balance hereof, together with accrued interest thereon, shall, at the holder's option become immediately due and payable.

The maker further agrees to pay all costs of collection and/or a reasonable attorney fee incurred in case payment shall not be made as herein provided.

This Note is secured by a Deed of Trust and Security Agreement of even date herewith.

D V CORPORATION
A Nevada Corporation

ATTEST:

BY _____
President

Secretary

File No. 44506
RECORDED AT THE REQUEST OF
Robert O. Vaughan
May 3 A. D. 1967
at 01 minutes past 8 A. M.
In Book 18 of OFFICIAL RECORDS
Page 496-500 Records of
EUREKA COUNTY, NEVADA
Willis A. McDaniel
Recorder
Fee \$ 5.90