

DEED OF TRUST

THIS DEED OF TRUST, made the 29th of September, 1967, between
BETTY BIDART, a widow, of Elko Nevada,
Nevada, as Trustor, and also called Grantor, and ROSS P. EARDLEY
of Elko Nevada, as Trustee, and
JOHN B. SHAW and GEORGIA N. SHAW, his wife, as joint tenants
with right of survivorship,
of Phoenix, Arizona, as Beneficiary,

WITNESSETH:

That the said trustors hereby grant, bargain, sell, convey and confirm unto said Trustee, his successors and assigns, with power to sell, the following described real property, situated in the City of Elko, County of Elko, State of Nevada, and more particularly described as follows, to-wit:

Lots 11, 12 and 13 of Block 11, of the
Town of Beowawe, County of Eureka,
State of Nevada, as the same appears
upon the Official map thereof on file
in the Office of the Recorder, Eureka
County, Nevada;

TOGETHER with all buildings and improvements
thereon.

In the event of any sale or other transfer of the property, the balance owing on the Promissory Note secured hereby, shall immediately become due and payable in full.

Covenants Nos. 1, 2 (reasonable), 3 (.....%), 4, 5, 6, 7 (\$.....), 8, 9, 12, 14 and 15 of Section 1 of an Act entitled "An Act relating to mortgages of real and personal property, and to provide that certain covenants may be adopted by reference," and being Section 108.020 N.R.S. of 1967, are hereby adopted and made a part hereof in connection with the above chattel property.

If the above property includes furniture or personal property, then as to such personal property, this instrument shall be deemed to be a chattel mortgage and shall not affect the deed of trust to the real property. The following shall be included in the real property: Land, buildings, improvements and all attachments thereto including furnace, hot water heater, pipes, oil tanks, and all floor coverings fastened or nailed to floors.

TOGETHER WITH all the estate, right, title and interest, homestead, or other claim or demand in law or in equity which the Trustor now has or may hereafter acquire in and to the said premises, with the appurtenances, and all plumbing, heating and water attachments or fixtures.

TO HAVE AND TO HOLD the same unto the Trustee and to his successor and assigns, upon the trusts, covenants and agreements herein expressed, to-wit:

As security for the payment of a certain promissory note, dated September 1, 1967
for the principal sum of \$4,000.00 bearing interest from date at the
rate of 6% per annum, said principal sum and said interest being payable in monthly
payments; said note being executed by the Trustor herein to the said beneficiary herein, and
payable at the office of said beneficiary in the City of Elko, County of Elko, State of Nevada.
Said note is hereby referred to and incorporated herein as though set forth in full herein. Said
note, with interest, shall be paid in full on or before October 1, 1971

As security for the payment of any and all sums of money which the beneficiary and the trustee, or either of them, may or shall hereafter loan or advance to the Trustors, or either of them, even though the loan may be secured by other mortgage or deed of trust, or advanced for their account and as security for the payment of all other moneys that may become due from Trustors, or either of them, to the said Trustee and the Beneficiary, or either of them, from any cause whatsoever.

The Trustor covenants and agrees:

1. That he will and does hereby assign and transfer as additional security to the beneficiary all damages, royalties, oil rights, and revenue of every kind, nature and description whatsoever that the said trustor may be entitled to receive from any person, company or corporation owning or having or hereafter acquiring a right to the oil, gas or mineral rights and reservation of the premises above-described, other than the beneficiary. All such payments shall be applied on the indebtedness hereby secured.

(FOR TOWN OR CITY PROPERTY)

2. That Trustor shall keep all buildings, fences, fixtures and attachments and other improvements on said premises in good repair and shall not commit nuisance or waste or violate any law or do, permit or suffer any act to be done or omitted to lessen the security herein; trustor shall water and keep in good condition all lawn, trees and shruberies.

3. That the beneficiary, or his duly authorized agents, shall at all times have the right to enter upon said premises and inspect said premises and all property mortgaged hereunder.

4. That Trustor covenants, warrants and represents that the title conveyed is a fee simple absolute title, free and clear of all encumbrances; that he will forever warrant and defend the title to said premises to the said Trustee and Beneficiary, and their successors and assigns against all lawful claims and demands of all persons whomsoever.

5. The following covenants, Nos. 1, 2 (\$4,000.00), 3, 4 (6%), 5, 6, 7 (15%), 8 and 9 of Section 2 of an act entitled "An act relating to transfers in trust of estates in real property to secure the performance of an obligation or the payment of a debt and to provide that certain covenants, agreements, obligations, rights and remedies thereunder may be adopted by reference and other matters relating thereto" approved March 29, 1927 and being Section 107.030 N.R.S., 1957, are hereby adopted and made a part of this Deed of Trust. Trustors may use the proceeds of fire insurance to repair, replace or rebuild any property damaged or destroyed by fire by having the proceeds of such insurance escrowed with either Bank in Elko, Nevada, with instructions to apply the same on such repairing, replacement or rebuilding, provided Trustor has proper plans and has the ability to complete such work.

6. Covenant No. 5: Such reconveyance being at the cost and expense of such trustor or persons entitled to reconveyance.

7. The acceptance by the beneficiary of any payment on the indebtedness hereby secured, shall not operate as a waiver by the beneficiary of any default by the trustor made previously to or after such payment in any of the covenants or agreements to be made, kept and performed by the trustors as herein provided.

8. All the provisions of this instrument shall apply to and bind the legal representatives, successors and assigns of the respective parties hereto, and it is distinctly understood and agreed that the word "trustor or grantor," "trustee" or "beneficiary" as used in this instrument, and any pronoun referring thereto, is intended to, and does, include the masculine and feminine and neuter genders and the singular and plural numbers, that the covenants and agreements of the trustor or grantor herein shall be construed to be the joint and several covenants and agreements of all the persons who sign this instrument, that if any provision of this Deed of Trust be judicially declared invalid, such decision shall not affect the validity of the remaining provisions, and if any sale made hereunder shall be judicially declared invalid, or deemed by the beneficiary to be invalid, such sale shall not exhaust the power of sale and the trustee at the request of the beneficiary may proceed anew with the sale of this property in order to enforce fully the provisions of this Deed of Trust. Trustor shall not, for a period of 4 years from the date hereof, if there is any balance owed by Trustors to Beneficiary, convey, sell, assign, transfer or dispose his or their interest in said property without the written consent of Beneficiary first had and obtained. Provided, however, the Trustors may convey and transfer said property to themselves, but without affecting Trustor's obligations.

IN WITNESS WHEREOFF, the said Trustors have executed these presents the day and year first hereinabove written.

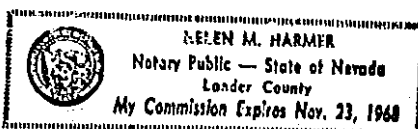
Betty Bidart
BETTY BIDART

STATE OF NEVADA }
COUNTY OF ELKO } ss.

On this 29th day of SEPTEMBER, 1967, personally appeared before me, a Notary Public in

and for the County of Elko, BETTY BIDART, 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 therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal at my office in the County of Elko, the day and year in this certificate first above written.



Helen M. Harmer
NOTARY PUBLIC
My commission expires: November 23, 1968

File No. 45344
RECORDED AT THE REQUEST OF
Ross P. Hardley
October 9 A. D. 19 67
at 46 minutes past 3 P. M.
in Book 20 of OFFICIAL RECORDS
Page 515-516 Record of
Shirley A. Hardley
FUREKA COUNTY, NEVADA
Recorder
Fee \$ 4.00

COPY