EU-4069
Return To:
Title Insurance & Trust Co. File Post Office Box 632
Elko, Nevada 89801

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That I, ERNEST R. MARVEL of Battle Mountain
County of Lander State of Nevada , have made,
constituted and appointed, and by these presents do make, constitute
and appoint
Lander , State of Nevada , my true and lawful
attorney, for me, and in my name, and on my behalf, to ask, demand,
recover and receive, all and any sum or sums of money, debts, dues,
merchandise, personal property or effects, due, payable, coming or
belonging, or which may at any time be due, payable, or belong to
me, from any person or persons whatsoever; to sell, all, or any
part of, said goods, merchandise, personal property, and effects
which may come to my attorney's possession or knowledge, on such
credit, and for such prices as my attorney may deem meet; to pur-
chase any goods, merchandise, specie, personal property, currency,
shares of stock or other commodities, on my account for such prices
and to such amount as my attorney may deem meet, and the same to
sell again for my benefit and on my account, for any prices whatso-
ever; to insure and cause insurance to be made, of any such goods,
personal property, merchandise, specie or other commodities, or of
any part thereof, at such premiums, and for such risks as my attor-
ney may deem meet; to accept any bill or bills of exchange or orders
made and execute any note or notes of hand, bond or bonds, or other
instruments or contracts, in my name, and on my account, to and for
any amount which my attorney may deem meet or expedient; to sell,
barter, exchange, encumber, mortgage or dispose of any real or per-
sonal property which I own, now or hereafter, to any person or per-
sons for any price, or in any manner whatsoever and for these pur-

poses to execute and acknowledge any deed or deeds, lease or leases, mortgages, deeds of trust and other documents and conveyances; to purchase any real estate on my account, in fee simple or otherwise, at any price or any exchange whatsoever, and for these purposes to receive, confirm, make and execute any contracts, deeds, conveyances, mortgages, deeds of trust, or other instruments whatsoever; to settle and adjust any partnership accounts and demands, and all other accounts or demands now subsisting, or which may hereafter subsist between me and any person or persons whatsoever, and submit the same to and decide them by arbitration; to compound for any debts, dues or demands owing, or which may hereafter be owing to me, and to take less than the whole, or otherwise to agree for the same, in such manner, and on such terms as in the discretion of my attorney is deemed proper; and for all or any of these purposes, to make and execute any releases, compromises, compositions, agreements or contracts by deed, or otherwise, in my attorney's opinion necessary and expedient in the premises; to pay and discharge all debts and demands due and payable, or which may hereafter become due and payable by me unto any person or persons whatsoever; and to take receipt therefor; to enter into any lands or other real estate to which I am or may be entitled, and recover the possession thereof, and damages for any injury done thereto, and to rent or lease any such real estate for the term and on the conditions and at the rental as to my attorney shall seem best, and to distrain for rent due thereon, and to commence and prosecute unto final judgment and execution, any suit or suits, action or actions, real, personal or mixed, which my attorney shall deem proper for the recovery, possession, or enjoyment of any matter or thing which is or which may hereafter be due, payable, owing, belonging, accruing or

appertaining to me, for or by reason of the premises, or any part thereof, and, in any such suits or actions, for me in person or by such attorney or attorneys, or counsel, my attorney may deem necessary or proper to retain or employ to appear and plead, before any courts or tribunals having jurisdiction thereof, and all stipulations, undertakings, recognizances and other requisites in any suits or actions, and any question arising on the same, by arbitration or other compromise, and of all receipts and recoveries in the premises, due acquittances and discharges to execute and deliver and generally to do and perform all matters and things, transact all business, make, execute and acknowledge all contracts, orders, deeds, mortgages, satisfaction of mortgages, leases and assignments of the same, and all other writing, assurances and instruments of every kind, which may be requisite or proper to effectuate all or any of the premises, or any other matter or thing appertaining, or belonging to me, with the same powers, and to all intents and purposes with the same validity as I could, if personally present; to buy, sell, mortgage, exchange and in anywise legally to dispose of any and all personal property belonging to the undersigned, wherever located; to borrow money and to obtain credit from any bank, corporation or individual on such terms as may be agreed upon. and to sign and execute in my name contracts, promissory notes including renewal notes and other evidences of indebtednesses and to sign and execute in my name mortgages, deeds of trust, chattel mortgages, assignments and any other security documents to secure said notes and evidences of indebtedness; to collect all promissory notes, checks or moneys due or payable to me.

I further authorize my said attorney to endorse my name to any checks, money orders, drafts or warrants payable to me; to

endorse in my name or negotiate all checks, drafts, bills of exchange, notes or other negotiable papers payable to me or my order, or which may require my endorsement; to sign and deliver checks, drafts or other orders for the payment of money upon any bank including checks, drafts or orders drawn to, or for the account of my said attorney personally, and to draw money thereon; to settle and adjust my accounts with any bank.

I hereby authorize any bank to honor, receive, or pay all such instruments signed in accordance with the foregoing authority even though drawn or endorsed to the order of said attorney, or tendered by said attorney for cashing, or delivered, or used, in payment of the individual obligation of such attorney, or for deposit to said attorney's personal account, and said bank shall not be required to inquire as to the circumstances of the issuance, or use, of any instrument signed in accordance with the foregoing authority, or the application, or disposition of such instrument, or the proceeds thereof.

In consideration of the recognition of this power of attorney by any bank, I hereby agree for myself and my heirs and legal representatives to indemnify and save harmless the said bank from any loss or damage that it may sustain through relying upon the apparent authority of this power after its termination, by operation of law or otherwise, but before actual notice thereof is received by the said bank and such of its departments, offices, branches and correspondents as may be concerned.

WITNESS my hand this 23rd day of August, 1968.

ERNEST R. MARVEL

VAUGHAN, HULL MCDANIEL & MARFISI ATTORNEYS AND COUNSELORS BED IDANO STREET ELKO, NEVADA

4.

STATE OF NEVAD.)) SS. COUNTY OF LANDER)
On August 23, ,19 ⁶⁸ , personally appeared before me, a Notary Public, ERNEST R. MARVEL,
he executed the above instrument.
NOTARY PUBLIC
ROBERT O. VAUGHAN Notary Public — State of Nevada Elko County My Commission Expires January 2, 1969
RECORDED AT THE REQUEST OF Title Insurance & Trust Co.
RECORDED AT THE REQUEST OF Title Insurance & Trust Co. Sept. 4 19 00 at 05 mins. past 11 A. M. in Paok 25 of OFFICIAL RECORDS, page 579-583 RECORDS OF EUREKA COUNTY, NEVADA. Julia (1-10) for Recorder. File No. Fee \$ 7.00