

SECOND DEED OF TRUST

THIS SECOND DEED OF TRUST, made and entered into as of the 23rd day of August, 1968, by and between LOUISE M. MARVEL and ERNEST R. MARVEL, her husband, of Battle Mountain, County of Lander, State of Nevada, first parties, hereinafter called the Grantor; TITLE INSURANCE AND TRUST COMPANY, a corporation, second party, hereinafter called the Trustee; and TONY MILLER and VIVIAN MILLER, his wife, of Elk Grove, County of Sacramento, State of California, third parties, being hereinafter called the Beneficiaries; it being understood that the words used herein in any gender includes all other genders, the singular number includes the plural, and the plural the singular,

W I T N E S S E T H:

THAT WHEREAS, the said Grantor is indebted to the said Beneficiaries in the sum of \$ 230,000.00, lawful money of the United States of America, and has agreed to pay the same according to the terms and tenor of that certain Promissory Note of even date herewith, and made, executed and delivered by said Grantor to said Beneficiaries, which note is in the form and terms of Exhibit A attached hereto and made a part hereof by reference.

NOW, THEREFORE, the said Grantor, for the purpose of securing the payment of said Promissory Note, and also the payment of all monies herein agreed or provided to be paid by the said Grantor, or which may be paid out or advanced by the said Beneficiary or Trustee under the provisions of this instrument, with interest in each case, does hereby grant, bargain, sell, convey and confirm unto the said Trustee all of the right, title and interest, claim and

demand, as well in law as in equity, which the said Grantor may now have or may hereafter acquire of, in or to the following described real property situate in the County of Eureka, State of Nevada, and being more particularly described as follows, to-wit:

TOWNSHIP 33 NORTH, RANGE 48 EAST, M.D.B.&M.

Section 13: All

14: All

23: All

24: All

25: All

26: All, except a portion lying and being in the NE $\frac{1}{4}$ of said Section 26, containing 3.424 acres, more or less, conveyed by Joe Filippini and wife to The Western Pacific Railroad Company by deed dated June 14, 1947, recorded in Book 23, page 176, of Deeds.

Also, excepting therefrom a portion of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 26, containing 4.279 acres, more or less (said 4.279 acres covers land in Section 27 also), conveyed by Joe Filippini and wife to National Lead Company, by deed dated November 19, 1946, and recorded in Book 23, page 135, of Deeds.

Section 27: All that portion thereof situate, lying and being on the Southerly side of the Western Pacific Railroad Company's right-of-way as the same now crosses said Section 27: EXCEPT a portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section, containing 4.279 acres, more or less (said 4.279 acres covers land in Section 26 also), conveyed by Joe Filippini and wife to National Lead Company, by deed dated November 19, 1946, recorded in Book 23, page 135, of Deeds.

Section 31: Portions of Lots 1 and 2, E $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, and SE $\frac{1}{4}$ SE $\frac{1}{4}$ lying northerly of the proposed 200 foot left or northerly highway right-of-way line of Nevada Interstate Route 80, Federal Aid Project I-080-4(6)254, and southerly of the 180 foot right or southerly highway right-of-way line of Nevada State Route 1 (U.S.40), said above-described parcel contains an area of approximately 50.99 acres, as conveyed to Tony Miller, et ux, by deed recorded in Book 27, page 24, of Deeds.

Section 33: All that portion of the W $\frac{1}{2}$ situate, lying and being on the Southerly side of the Southern Pacific Railroad Company's right-of-way, as the same now crosses said Section 33.

Section 35: E $\frac{1}{2}$;

Section 36: E $\frac{1}{4}$ NE $\frac{1}{4}$; and That portion of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 36 lying northerly of the proposed 200 foot left or northerly right-of-way line of Nevada Interstate Route 80, Federal Aid Project I-080-4(6)254, and southerly of the 180 foot right or southerly highway right-of-way line of Nevada State Route 1 (U.S.40), containing approximately 4.33 acres, conveyed to Tony Miller, et ux, by deed recorded in Book 27, page 24, of Deeds.

There is specifically excepted from the foregoing those portions of Sections 25, 26, 27, 33 and 36, heretofore deeded to the State of Nevada on relation of its Department of Highways, in deeds recorded in Book 26, page 282, file No. 36887, Book 27, page 27, file No. 38803 and Book 27, page 30, file No. 38804, of Deeds.

Subject To:

Reservations and exceptions as shown in various deeds from the Central Pacific Railroad Company, Central Pacific Railway Company, Southern Pacific Company, Southern Pacific Land Company, for railroad, mineral, water and other purposes.

Easement over said lands for communication lines both above and below ground as granted to Bell Telephone Company of Nevada, by Easement recorded in Book 22, page 284, of Deeds.

Easement over said lands for highway, and purposes incidental thereto, as granted to the State of Nevada, by deed recorded in Book 23, page 43, of Deeds.

Deed of Trust dated June 1, 1966, executed by Tony Miller and Vivian Miller, to Nevada Title Guaranty Company, Trustee, to secure an indebtedness of \$50,000.00 in favor of The Mutual Life Insurance Company of New York, and any other amounts payable under the terms thereof, recorded June 13, 1966, in Book 11, page 18, File No. 42132 of Official Records.

Easement over SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 27; W $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, and NW $\frac{1}{4}$, of Section 26; SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 23, and the S $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 24, Township 33 North, Range 48 East, M.D.B.&M., for Power Line and incidental purposes, as granted to Sierra Pacific Power Company, by easement recorded in Book H, page 315, of Miscellaneous Records.

Easement over SE $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$ and NW $\frac{1}{4}$ of Section 25; SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 26, all in Township 33 North, Range 48 East, M.D.B.&M., for above and below ground communications lines, as granted to Bell Telephone Company of Nevada, by easement recorded in Book 4, page 192 of Official Records.

Easement over SW $\frac{1}{4}$, and N $\frac{1}{4}$ of Section 25; E $\frac{1}{4}$ of Section 24, all in Township 33 North, Range 48 East, M.D.B.&M., for transmission line and incidental purposes as granted to Sierra Pacific Power Company, by easement recorded in Book 6, page 375, of Official Records.

Together with all improvements situate thereon or used in connection therewith.

Together with all water rights relating to said lands and as decreed in Civil Action No. 2804 in the Sixth Judicial District Court of the State of Nevada, in and for the County of Humboldt, in the Matter of the Determination of the Relative Rights of the Claimants and Appropriators of the Waters of the Humboldt River Stream System and Tributaries.

Together with all waters, water rights, rights to the use of water, dams, ditches, canals, pipelines, 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, including but not limited to the rights under Permit No. 12487 and Certificate No. 4872 and under Permit No. 17490 and Certificate No. 6214, and together with all stock-watering rights used or enjoyed in connection with the use of any of said lands, including those on the public domain.

Together with all range rights and grazing rights, and in particular, but without limitation thereto, all rights to graze livestock on the public domain under what is known as the Taylor Grazing Act, used or enjoyed in connection with any of said property or premises.

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

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

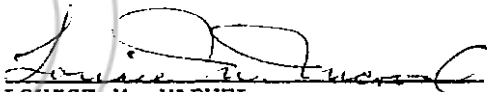
The following covenants, Nos. 1, 2 (\$35,000.00), 3, 4 (4%), 5, 6, 7 (6%), 8 and 9 of NRS 107.030, are hereby adopted and made a part of this Deed of Trust.

Said Grantor has, by written Assumption Agreement, assumed to pay the unpaid principal balance, together with accrued interest, of that certain Promissory Note dated June 1, 1966, in the original principal sum of FIFTY THOUSAND DOLLARS (\$50,000.00), wherein TONY MILLER and VIVIAN MILLER, his wife, are Payors, THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK is Payee, and does further assume to perform the terms of the First Deed of Trust from said TONY MILLER and VIVIAN MILLER to THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK securing the

payment of the aforesaid Promissory Note. The aforementioned Deed of Trust is that certain Deed of Trust recorded June 13, 1966 in Book 11 at page 18 of the official records of the Eureka County Recorder. Should Grantor default on any of the payments as required to be made by the assumed note, wherein the failure to perform any of the terms of the First Deed of Trust, such default or defaults shall likewise be a default of this Second Deed of Trust.


Notwithstanding any provisions hereinbefore made or adopted by reference with regard to fire and extended coverage insurance and the use or payment of the proceeds received in the event of loss, the Grantor reserves the right, at Grantor's option, to use the proceeds from any insurance coverage, paid on the account of any fire or extended coverage loss, for the purpose of repairing, replacing or rebuilding the property damage.

IN WITNESS WHEREOF, the said Grantor has hereunto executed this Second Deed of Trust, by and through the Grantor's legally authorized attorney in fact.


LOUISE M. MARVEL

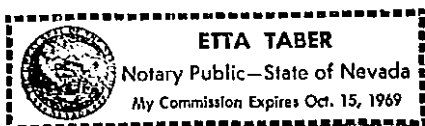
BY 
ATTORNEY IN FACT


ERNEST R. MARVEL

BY 
ATTORNEY IN FACT

STATE OF NEVADA)
) SS.
 COUNTY OF ELKO)

On this 23rd day of August, 1968, personally
 appeared before me, a Notary Public, JOHN MARVEL, Attorney In Fact
 for LOUISE M. MARVEL and Attorney In Fact for ERNEST R. MARVEL, who
 acknowledged that he executed the above instrument.



Etta Taber
 NOTARY PUBLIC

PROMISSORY NOTE

\$ 230,000.00

August 23, 1968

FOR VALUE RECEIVED, we, LOUISE M. MARVEL and ERNEST R. MARVEL, the undersigned, promise to pay to the order of TONY MILLER and VIVIAN MILLER, his wife, at Box 197, Elk Grove, California, or wherever payment may be demanded by the holders of this Note, the principal sum of TWO HUNDRED THIRTY THOUSAND AND NO DOLLARS, with interest thereon at the rate of six per cent (6%) from September 4, 1968 --- until paid, both principal and interest payable only in lawful money of the United States of America, in the following manner:

\$10,000.00 plus accrued interest shall be paid on or before September 1, 1969, and a like payment of \$10,000.00 plus accrued interest on or before the 1st day of September of each year thereafter until September 1, 1973, at which time the total balance of principal and interest shall be paid in full. Each payment shall be applied first to accrued interest and the balance to principal as of the date of payment. Interest shall accrue only upon the unpaid principal balance of this Note remaining from time to time.

Provided that not more than \$90,000.00 shall be paid prior to September 1, 1969, the makers 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 makers shall, in all events, pay each annual installment as it comes due until the Note is paid in full.

The makers, 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 to 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 thirty (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 makers further agree to pay all costs of collection

and/or a reasonable attorney fee incurred in case payment shall not be made as herein provided.

A Second Deed of Trust secures the payment of this Note.

/s/ Louise M. Marvel

LOUISE M. MARVEL

By /s/ John W. Marvel

Attorney-in-Fact

/s/ Ernest R. Marvel

ERNEST R. MARVEL

By /s/ John W. Marvel

Attorney-in-Fact

RECORDED AT THE REQUEST OF Title Insurance & Trust Co.
on Sept. 4, 1968, at 07 mins. past 11 A. M. in
Book 25 of OFFICIAL RECORDS, page 586-593, RECORDS OF
EUREKA COUNTY, NEVADA. Hull, McDaniel & Marfisi Recorder.
File No. 47775 Fee \$ 10.00