

SUPPLEMENTAL
SECOND DEED OF TRUST

THIS SECOND DEED OF TRUST, made and entered into as of the 5th day of February, 1969, 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 Grantor heretofore gave the Beneficiaries a Second Deed of Trust dated August 23, 1968, recorded Book 25, page 586 Official Records, Eureka County Recorder's office on September 4, 1968, to secure payment of that certain Promissory Note referred to in said Second Deed of Trust, and to correct description errors this Supplemental Second Deed of Trust is given to further secure payment of said Note by adding the lands herein described.

NOW, THEREFORE, the said Grantor, for the purpose of further 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 49 EAST, M.D.B.&M.

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.

SUBJECT to all reservations and exceptions, easements and rights-of-way of record in the Eureka County Recorder's Office September 4, 1968, and

FURTHER SUBJECT to the Deed of Trust dated June 1, 1966, given by Grantors to the Mutual Life Insurance Company of New York recorded June 13, 1968, Book 11, page 18, File No. 42132, Official Records, Eureka County Recorder's Office.

TOGETHER with all buildings and improvements situate thereon.

TOGETHER with all waters, water rights, springs, stock watering rights, dams, ditches, canals, pipe lines, resevoirs and all other waters and means for the diversion, storage and use of waters appurtenant to, on, or used in connection with the said property, or any part thereof, and together with all wells and well permits and well certificates and all water applications and appropriation certificates relating to said lands or any portion thereof.

TOGETHER with all rights, privileges and licenses to graze livestock upon the public domain based upon or appurtenant to, or used or enjoyed in connection with the above-described land or any portion thereof.

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 (\$ NONE), 3, 4 (6%), 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 principal balance, together with accrued interest, of that certain Promissory Note dated June 1, 1965, 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

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 STATE OF NEVADA
 My Comm. Expires Aug. 4, 1971
 JACK E. HULL

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
 LOUISE M. MARVEL

BY John Marvel
 ATTORNEY IN FACT

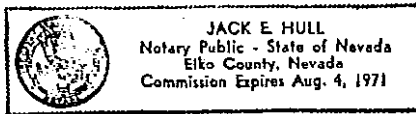
Ernest R. Marvel
 ERNEST R. MARVEL

BY John Marvel
 ATTORNEY IN FACT

STATE OF NEVADA)
) SS.
 COUNTY OF ELKO)

On February 5th, 1969, personally appeared before me, a Notary Public, JOHN MARVEL, Attorney in fact of Louise M. Marvel and Attorney in fact of Ernest R. Marvel, who acknowledged that he executed the above instrument.

Jack E. Hull
 NOTARY PUBLIC



RECORDED AT THE REQUEST OF
 Title Insurance & Trust Co.
 on Feb. 13, 1969
 at 08 mins. past 11 A. M.
 in Book 27 of OFFICIAL
 RECORDS, page 572-575, RECORDS
 OF ELKO COUNTY, NEVADA
John P. McDaniel
 Recorder
 Fee No. 48635 Fee \$ 6.00