

DEED OF TRUST & SECURITY AGREEMENT

THIS DEED OF TRUST & SECURITY AGREEMENT, hereinafter referred to as "Deed of Trust", made this 15th day of September, 1970, between EARL HANSEN and MARY HANSEN, husband and wife, whose address is Pine Valley, Carlin, Eureka County, Nevada, as Trustors and Debtors, hereinafter referred to as "Trustors", and NEVADA TITLE GUARANTY COMPANY, a corporation, whose address is 518 Idaho Street, Elko, Nevada, as Trustee, ("Trustee"), and THE CONNECTICUT MUTUAL LIFE INSURANCE COMPANY, whose address is 160 Garden Street, Hartford, Connecticut, as Beneficiary and Secured Party, hereinafter referred to as "Beneficiary",

W I T N E S S E T H :

## THAT TRUSTOR

(a) grants the following described collateral to Trustee, in trust, with power of sale, to have and to hold the same unto Trustee and its successors in interest in any capacity upon the trusts, covenants and agreements herein expressed; and

(b) grants a security interest in the following described collateral to Beneficiary pursuant to the Nevada Uniform Commercial Code - Secured Transactions:

DESCRIPTION OF COLLATERAL:

All that certain real property which is more particularly described on Exhibit "A" which is attached hereto and incorporated by reference herein; together with all buildings, structures, fences, pipes, wells, tanks, dams, reservoirs and all other improvements and fixtures thereon or therein, or that may be hereafter erected or placed thereon or therein, and all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the rents, issues and profits thereof (subject, however, to the right, power and authority hereinafter given to or conferred upon Beneficiary to collect and apply such rents, issues and profits), and all the estate, right, title, property, possession, interest or other claim or demand, in law or in equity, which the Trustor now has or may hereafter acquire of, in or to the said property, or any part thereof, with appurtenances; and together with the following described water rights, which are hereby expressly made appurtenant to the above described property, namely: 766 acre feet water right in Pine Creek; and together with all other rights, whether evidenced by shares of stock, contracts, permits, licenses, or in any other manner, to the use of water for the irrigation of the above described property, or for stock watering or domestic purposes thereon, and to the use of any irrigation and drainage ditch, canal or pipe line, or any one or more of them, used for either or both irrigation and drainage of said property, or for the conveyance of water for stock or domestic purposes thereon, whether said rights are now owned or are hereafter acquired, every such right being hereby made appurtenant to the above described property.

All grazing licenses, permits and privileges issued by any governmental authority, including, without limitation, United States Bureau of Land Management privileges for 2,526 AUM's.

All now or hereafter acquired irrigation equipment used in ranching operations on said real property or any portion thereof.

WILSON & HALE  
ATTORNEYS AT LAW  
90 COURT STREET  
RENO, NEVADA  
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BOOK 36 PAGE 471



One (1) Hercules Diesel Motor and pump.  
One-half (1/2) mile of 6-inch main line water pipe.  
One-half (1/2) mile of 4-inch wheel line water pipe.

All rents, royalties, bonuses and benefits under any existing or future oil, gas, or mineral lease of any of said real property.

Proceeds are claimed.

FOR THE PURPOSE OF SECURING:

FIRST: Payment of the indebtedness evidenced by a Note of even date herewith in the principal sum of One Hundred Ten Thousand and No/100ths Dollars (\$110,000.00), made by Trustors and payable to the order of THE CONNECTICUT MUTUAL LIFE INSURANCE COMPANY at its Home Office in Hartford, Connecticut, according to the tenor and effect thereof, all renewals, extensions and/or modifications of said Note, and any additional sums and interest thereon which may hereafter be loaned to Trustors or the heirs, successors or assigns of Trustors, by Beneficiary. Each additional loan hereafter made and interest thereon shall be secured by this Deed of Trust only if made to Trustors while they are the owners of record of their present interest in said property, or to their heirs, successors or assigns while they are the record owners thereof, and shall be evidenced by a Note which shall contain a recital indicating that it is secured by this Deed of Trust.

SECOND: Payment and performance of every obligation, covenant, promise and agreement of Trustors herein contained, including any sums paid or advanced by Beneficiary pursuant to the terms hereof.

THIRD: The expenses and costs incurred or paid by Beneficiary in the preservation and enforcement of the rights and remedies of Beneficiary and the duties and liabilities of Trustors hereunder, including, but not by way of limitation, attorneys' fees, court costs, witness fees, expert witness fees, collection costs, and costs and expenses paid by Beneficiary in performing for Trustors' account any obligations of Trustors.

TO PROTECT THE SECURITY HEREINABOVE GRANTED, TRUSTORS AGREE:

(1) To keep said property in good condition and repair; not to remove, demolish or substantially alter any building thereon, except as hereinafter provided; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, and to pay when due, all claims for labor performed and materials furnished therefor; to comply with all laws, ordinances, regulations, conditions and restrictions affecting said property, or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of any law, ordinance, regulation, condition or restriction; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To pay: at least 10 days before default or delinquency, all taxes and assessments affecting said property, or any part thereof; all taxes or assessments levied or to be levied in the State of Nevada on this Deed of Trust or on the Note or Notes or debt or interest



secured hereby, or on Beneficiary by reason of its ownership of this Deed of Trust or the Note or Notes or debt secured hereby, or on account of interest derived therefrom; all assessments on appurtenant water stock; immediately and in full, all liens, encumbrances, charges and claims, with interest, on said property, or any part thereof, which now or hereafter appear to be prior or superior hereto; all costs, fees and expenses of this trust.

(3) To provide and constantly maintain insurance against loss or damage by fire and windstorm, and such other forms of insurance as may reasonably be required by Beneficiary from time to time while the indebtedness hereby secured remains unpaid, in such amount and in such company or companies as Beneficiary shall approve. The policies of such insurance shall be delivered to Beneficiary, with premiums thereon paid, and with loss payable clause satisfactory to Beneficiary attached thereto. Any amount received by Beneficiary under any such insurance policy may be applied by Beneficiary toward payment of any indebtedness or obligation secured hereby, in such order as Beneficiary may determine; or, said amount or any portion thereof may, at the option of Beneficiary, be used either toward payment of the cost of replacing or restoring the improvements partially or totally destroyed to a condition satisfactory to Beneficiary, or be released to Trustors, in either of which events neither Trustee nor Beneficiary shall be obligated to see to the proper application thereof. The amount of any such insurance used toward payment of the cost of replacing or restoring improvements or released to Trustors shall not be deemed a payment of any indebtedness or obligation secured hereby. Any such application, use or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(4) To appear in and defend at their own expense the interest of Beneficiary and/or Trustee in any action or proceeding purporting to affect the security hereof, or any of the property hereby conveyed, or the rights, powers and/or duties of Beneficiary and/or Trustee, including but not limited to condemnation proceedings.

(5) Should Trustors fail to pay any of the obligations or to perform any of the agreements, covenants or conditions herein contained, Beneficiary or Trustee may, without notice to or demand upon and without releasing Trustors from any obligation hereunder, pay any of such obligations or perform or cause to be fulfilled any of such agreements, covenants or conditions, including but not limited to the following: pay or compromise any taxes, assessments, liens, encumbrances, charges or claims against the property hereby conveyed, or any part thereof; effect any insurance on the buildings or other improvements; cause the title to be searched or obtain title insurance; appear in, defend or settle any action or proceeding purporting to affect the security hereof, or any of the property hereby conveyed, or the rights, powers and/or duties of Beneficiary and/or Trustee. In exercising any of the rights or powers herein granted, Beneficiary and/or Trustee may employ counsel, and incur and pay necessary costs and expenses, including the cost of any title search or title insurance, and counsel fees in a reasonable amount. All sums expended, paid or advanced by Beneficiary or Trustee, under the provisions of this Deed of Trust, shall be immediately repayable by Trustors upon demand, shall bear interest at the rate of 11 1/2% per annum until paid, and shall, with the interest thereon, be secured by this Deed of Trust.

(6) As additional security, Trustors hereby give to and confer upon Beneficiary the right, power and authority, during the continuance of this Trust, to collect the rents, issues and profits of



said property, reserving unto Trustors the right, prior to any default by Trustors in payment of any indebtedness secured hereby or in performance of any obligation or agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property, or any part thereof, in its own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness and/or obligation secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, or any part thereof, the collection of such rents, issues and profits or the application thereof as aforesaid, shall not cure or constitute a waiver of any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(7) The rents, royalties, bonuses and benefits under any existing and/or future oil, gas or mineral lease of any of said property are hereby assigned to Beneficiary as additional security for the payment of the debt hereby secured. Trustors may collect and retain such rents, royalties, bonuses and benefits until default hereunder or under the note or notes hereby secured. In case of any such default, Beneficiary is hereby granted the unconditional right and power, at its option, to demand, receive and collect such rents, royalties, bonuses and benefits and apply same toward payment of the debt hereby secured, but Beneficiary shall not be bound hereby to demand, receive or collect any of such rents, royalties, bonuses or benefits and shall not be responsible for failure to exercise the rights hereby granted.

(8) To pay promptly all instalments due others upon agreements of lease or conditional sale contracts of all fixtures, furnishings and equipment located on said property. Should Trustors fail to make any such payment, Beneficiary may, without demand or notice, pay or satisfy the same and the amount so expended shall bear interest at the rate of 11 1/2% per annum and shall be payable by Trustors to Beneficiary upon demand and shall, with the interest thereon, be secured by this instrument. All windmills, pumps, pumping plants and irrigation equipment used for the irrigation of said property, or for stock watering or domestic purposes thereon, all motors, engines and devices for the operation of said windmills, pumps, pumping plants and irrigation equipment, all refrigerator systems, fire prevention and extinguishing apparatus, all lighting, heating and ventilating fixtures and equipment, and all motors, engines, dynamos and boilers, now or hereafter installed in, on or about said property, irrespective of the manner of installation, are and/or immediately upon the installation thereof, shall become and be fixtures and a part of the realty and shall not be removed from said property without the written consent of Beneficiary.

(9) That if the property herein described, or any part thereof, is now or hereafter included in any irrigation, reclamation, drainage, conservation, road, or other district, now or subsequently organized, or should any district, now or subsequently organized, increase its bonded indebtedness so that in the opinion of Beneficiary the value of the property hereby conveyed becomes inadequate as security for the indebtedness hereby secured, Beneficiary being the sole and only judge of such inadequacy, then Beneficiary shall be entitled at its option to call upon Trustors either to reduce the



unpaid balance of the indebtedness as required by Beneficiary, or to furnish additional security satisfactory to Beneficiary, and in the event that Trustors shall fail or refuse to meet any such requirement for sixty days after written notice so to do has been given Trustors by Beneficiary, Beneficiary may, at its option, and without further notice to or demand on Trustors, declare the Note or Notes hereby secured due and payable, and may proceed to have the property above described sold in accordance with the terms of this Deed of Trust.

(10) Trustors hereby grant, assign, transfer and set over unto Trustee, for the uses and purposes herein set forth, all right, title and interest in and to all leases, permits, allotments or licenses, and all renewals and extensions thereof, covering lands or privileges now or hereafter used in conjunction with the fee-owned property hereinabove described, including but not limited to the following: Lease No. 4646-M between Southern Pacific Company, Lessor, and Earl Hansen and Mary Hansen, Lessees, together with all right, title and interest in and to all buildings, structures, fences, pumps, pumping equipment, pipes, pipelines, wells, tanks, dams, reservoirs and other improvements of every nature and description now or hereafter located on the lands covered by such leases, permits, allotments or licenses, and all water and water rights located thereon or appurtenant thereto. Trustors covenant that they are the lawful owners and holders of the leases, permits, allotments and/or licenses hereinabove specifically described and that the same are free from encumbrance and have not been assigned; that they will procure renewals or extensions thereof and of all other leases, permits, allotments or licenses now or hereafter held by Trustors as aforesaid, upon or prior to the respective expiration dates thereof and will execute any instrument deemed by Beneficiary necessary to effect an assignment or waiver of such renewals or extensions for its benefit hereunder; that they will pay all rents and other charges and do all acts and things necessary to preserve and keep in good standing all of said leases, permits, allotments or licenses and any renewals or extensions thereof; that they will take no action which would adversely affect any of their rights or their preference status thereunder and that in the event of the exercise of the power of sale hereunder or the foreclosure of this deed of trust as a mortgage, as herein provided, they will waive all claims for preference in any such rights upon demand by the purchaser of the fee-owned property or any successor to such purchaser; that the lands covered by said leases, permits, allotments or licenses and renewals or extensions thereof, shall at all times be operated in conjunction with said fee-owned property and neither shall be transferred to any other person separately from the other; and, in case of failure of Trustors to pay any of the rents or other charges payable under the terms of any of said leases, permits, allotments or licenses, Beneficiary may, at its option, make payment thereof and any amount so paid, with interest thereon at the rate of eleven and one-half percent (11 1/2%) per annum, shall be a part of the principal debt and shall be secured by this Deed of Trust and shall be a lien on the fee-owned property hereinabove described.

IT IS MUTUALLY AGREED THAT:

(1) All moneys and awards payable as damages and/or compensation for the taking of, or damage to, all or any portion of the property hereby conveyed by reason of any condemnation, eminent domain, change of grade, or other proceeding, and all damages payable in connection with injury to said property, or any part thereof, are hereby assigned and shall be paid to Beneficiary; judgment therefor shall be entered in favor of Beneficiary, and such moneys, awards and damages received



by Beneficiary may be applied toward payment of any indebtedness and/or obligation hereby secured in such order as Beneficiary may determine, or at the option of Beneficiary, released to Trustors.

(2) By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) At any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said Note or Notes for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien of charge hereof.

(4) Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said Note or Notes to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto". The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof.

(5) If breach or default be made in the prompt payment, when due, of any sum secured hereby, or in the performance of any promise or agreement contained herein, or contained in any conveyance under which Trustors claim or derive title, then and at any time thereafter Beneficiary may, at its option, declare all sums secured hereby immediately due and payable, without demand or notice; and Beneficiary or Trustee shall record in the office of the County Recorder of the county wherein said property or any part thereof is situated, a notice of such breach or default and election to cause said property to be sold to satisfy the indebtedness and obligations secured hereby, as provided by the laws of the State of Nevada with reference to deeds of trust.

On application of Beneficiary, and after at least three months shall have elapsed following the recordation of said notice of breach or default, Trustee shall give notice of the time and place of sale in the manner and for a time not less than that required by law for the sale or sales of real property under execution, and without demand on Trustors shall sell said property at the time and place of sale fixed in said notice of sale, either as a whole or in separate parcels, and in such order as Trustee may determine, at public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement, and without further notice. Trustee may make such sale at the time to which the same shall be so postponed. Trustee shall deliver to the purchaser his deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in any such deed of any matters or facts stated either specifically or in general terms, or as conclusions of law or fact, shall be conclusive proof of the truthfulness thereof, and such deed shall be conclusive against all persons as to all matters or facts therein



recited. Any person, including Trustors, Trustee or Beneficiary, may purchase at such sale. Trustors hereby agree to surrender immediately, and without demand, possession of said property to any purchaser at any sale held hereunder. In the conduct of any such sale Trustee may act itself or through any auctioneer, agent or attorney. In addition to the indebtedness and other obligations secured hereby, Trustors hereby agree to pay the expenses of such sale and of this trust, and compensation of Trustee in an amount equal to one percent (1%) of the amount secured hereby and remaining unpaid, but in no event less than Twenty-five Dollars (\$25.00), and counsel fees in an amount equal to five percent (5%) of the amount remaining unpaid and secured hereby, but in no event less than One Hundred Dollars (\$100.00), and also such sums, if any, as Trustee or Beneficiary shall have paid for procuring an abstract of title or search of or certificate or report or insurance as to the title to said property, or any part thereof, subsequent to the execution of this instrument, all of which sums shall be secured hereby and become due upon any default hereunder made by Trustors. Trustee shall apply the proceeds of any sale held hereunder to the satisfaction of the sums secured hereby, in such order and to such extent as Beneficiary, in the exercise of its absolute discretion, may direct. Any surplus in the hands of Trustee after the payment of all sums secured hereby, shall be paid to the person or persons legally entitled thereto on the proof of such right.

Beneficiary, from time to time before Trustee's sale, may rescind any such notice of breach or default and of election to cause to be sold said property by executing and delivering to Trustee a written notice of such rescission, which notice, when recorded, shall also constitute a cancellation of any prior declaration of default and demand for sale. The exercise by Beneficiary of such right of rescission shall not constitute a waiver of any breach or default then existing or subsequently occurring, or impair the right of Beneficiary to execute and deliver to Trustee, as above provided, other declarations of default and demands for sale, and notices of default, and of election to cause to be sold said property to satisfy the obligations hereof, nor otherwise affect any provision, covenant or condition of said Note or Notes and/or this Deed of Trust, or any of the rights, obligations or remedies of the parties thereunder.

(6) Each married woman who joins in executing this Deed of Trust and any Note or Notes hereby secured, hereby agrees and expressly assents to the liability of her separate property for all of her debts and obligations herein mentioned. Such assent, however, shall not be deemed to create a present lien or encumbrance upon any of her separate property not described herein.

(7) Trustee and Beneficiary, and each of them, shall be entitled to enforce payment of any indebtedness or obligation and/or performance and observance of any agreement secured hereby, and to exercise all rights and powers under this Deed of Trust, or under any other agreement or any laws now or hereafter in force, notwithstanding that some or all of said indebtedness and obligations secured hereby are now or shall hereafter be otherwise secured, whether by mortgage, deed of trust, security agreement, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, it being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and



manner as they, or either of them, may in their uncontrolled discretion determine.

(8) Without affecting the liability of any other person liable for the payment, performance or observance of any obligation herein mentioned and without affecting the lien or charge of this Deed of Trust upon any property not then or theretofore released as security for the full amount of all unpaid obligations, Beneficiary may from time to time, and without notice: Release any person so liable, extend the maturity or alter any of the terms of any such obligation, or grant other indulgences, release or reconvey, or cause to be released or reconveyed, at any time, at Beneficiary's option, any parcel or portion or all of the property described herein, take or release any other additional security for any obligation herein mentioned, and/or make compositions or other arrangements with debtors in relation thereto.

(9) Beneficiary is authorized by itself, its agents or workmen, to enter at any time upon any part of said property and the improvements situated thereon for the purpose of inspecting the same, and for the purpose of performing any of the acts it is authorized to perform under the terms of this Deed of Trust.

(10) This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" shall include not only the original Beneficiary hereunder but also any future owner, holder, or pledgee of the note or notes secured hereby. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(11) Beneficiary may from time to time by instrument in writing, appoint a successor or successors to, or discharge and appoint a new Trustee in the place of any Trustee named herein or acting hereunder, which instrument shall be executed and acknowledged by Beneficiary, and recorded in the office of the County Recorder of the County where said property is situated, and such successor or successors or new Trustee shall have all the estate, powers and duties of said predecessor Trustee.

(12) Any deed, deed of appointment, conveyance, reconveyance or instrument appointing a new Trustee herein provided for may recite any facts relating to the execution of the trust or upon which the regularity, effectiveness or validity of any such instrument depends, and all such recitals shall be conclusive proof of the facts recited, and the receipt for the purchase money recited or contained in any deed executed to the purchaser as aforesaid, shall be sufficient discharge to such purchaser from all obligation to see to the proper application of the purchase money, according to the terms of this Deed of Trust.

(13) The trusts herein and hereby created are irrevocable by Trustors and the right to plead any statute of limitations or similar bar as a defense to any demand, claim or cause of action based upon or arising from each failure to pay any sum or to perform any obligation, the payment or performance of which is secured hereby, is hereby waived to the full extent and for the maximum period permitted by applicable law, which waiver as to each such failure shall be separate and distinct from any such waiver as to each other such failure.



(14) No delay or omission by Beneficiary in the exercise of any right or remedy accruing upon any default or in the doing of any of the matters and things by it permitted to be done under the terms and provisions of this Deed of Trust and said Note or Notes, shall impair any such right or remedy, nor be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature and every such right or remedy may be exercised from time to time and as often as it is deemed expedient by Beneficiary.

(15) The rights and remedies of Beneficiary upon the occurrence of one or more defaults by Trustors (whether such rights and remedies are conferred by statute, by rule of law, by this Deed of Trust, or otherwise) may be exercised by Beneficiary, in the sole discretion of Beneficiary, either alternatively, concurrently, or consecutively in any order. The exercise by Beneficiary, or by Trustee at the express direction of Beneficiary, of any one or more of such rights and remedies shall not be construed to be an election of remedies nor a waiver of any other rights and remedies Beneficiary might have unless, and limited to the extent that, Beneficiary shall so elect or so waive by an instrument in writing delivered to Trustee. Without limiting the generality of the foregoing, to the extent that this Deed of Trust covers both real and personal property, Beneficiary may, in the sole discretion of Beneficiary, either alternatively, concurrently, or consecutively in any order:

(a) proceed as to both the real and personal property in accordance with Beneficiary's rights and remedies in respect to the real property; or

(b) proceed as to the real property in accordance with Beneficiary's rights and remedies in respect to the real property and proceed as to the personal property in accordance with Beneficiary's rights and remedies in respect to the personal property.

(16) Beneficiary may, in the sole discretion of Beneficiary, appoint Trustee as the agent of Beneficiary for the purpose of disposition of the personal property in accordance with the Nevada Uniform Commercial Code - Secured Transactions.

(17) If Beneficiary should elect to proceed as to both the real and personal property collateral in accordance with Beneficiary's rights and remedies in respect to real property:

(a) all the real property and all the personal property may be sold, in the manner and at the time and place provided in paragraph 5 of this Deed of Trust, in one lot, or in separate lots consisting of any combination or combinations of real and personal property, as the Beneficiary may elect, in the sole discretion of Beneficiary.

(b) Trustors acknowledge and agree that a disposition of the personal property collateral in accordance with Beneficiary's rights and remedies in respect to real property, as hereinabove provided, is a commercially reasonable disposition of the collateral.

(18) If Beneficiary should elect to proceed as to the personal property collateral in accordance with Beneficiary's rights and remedies in respect to personal property, Beneficiary shall have all the rights and remedies conferred on a secured party by NRS 104.9501 to NRS 104.9507, both inclusive.



The undersigned Trustors request that a copy of any notice of default and of any notice of sale hereunder be mailed to them at their mailing address opposite their signatures hereto. Failure to insert such address shall be deemed a waiver of any request hereunder for a copy of such notices.

IN WITNESS WHEREOF, TRUSTORS HAVE EXECUTED AND DELIVERED THIS DEED OF TRUST & SECURITY AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN.

Pine Valley  
Carlin, Eureka County,  
Nevada

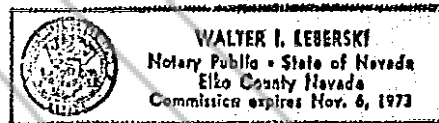
Earl Hansen  
Earl Hansen

Mary Hansen  
Mary Hansen

STATE OF NEVADA       )  
                              : ss.  
County of Elko       )

On September 15, 1970, personally appeared before me, a Notary Public, EARL HANSEN and MARY HANSEN, known to me to be the persons described in and who acknowledged to me that they executed the foregoing instrument.

Walter I. Leberski  
Notary Public





D E S C R I P T I O N

All those certain lots, pieces or parcels of land situate in the County of Eureka, State of Nevada, particularly described as follows:

TOWNSHIP 31 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 1: That portion lying westerly and southerly of the center line of Nevada State Highway 51, as the same is now constructed.

Section 2: N $\frac{1}{2}$

Section 11: Lots 1, 2, 3 and 4; S $\frac{1}{2}$ N $\frac{1}{2}$ ; N $\frac{1}{2}$ SW $\frac{1}{4}$ ; SE $\frac{1}{4}$ SW $\frac{1}{4}$ ; SE $\frac{1}{4}$

EXCEPTING from Section 2 that parcel conveyed by T.R. JEWELL, et al, to CENTRAL PACIFIC RAILWAY COMPANY by Deed recorded May 2, 1902 in Book 14 of Deeds at page 426, Eureka County, Nevada.

FURTHER EXCEPTING therefrom that parcel of Section 2 conveyed by T.R. JEWELL to the SOUTHERN PACIFIC COMPANY by Deed recorded April 14, 1906 in Book 15 of Deeds at page 170, Eureka County, Nevada.

FURTHER EXCEPTING therefrom a parcel of land conveyed by THOMAS R. JEWELL and THOMAS H. JEWELL to the WESTERN PACIFIC RAILWAY COMPANY by Deed recorded May 23, 1906 in Book 15 of Deeds at page 186, Eureka County, Nevada.

FURTHER EXCEPTING therefrom a parcel of land conveyed by THOMAS R. JEWELL, et ux, to the CENTRAL PACIFIC RAILWAY COMPANY by deed recorded September 25, 1907 in Book 15 of Deeds at page 531, Eureka County, Nevada.

EXCEPTING from portion of the S $\frac{1}{2}$ SW $\frac{1}{4}$  and SE $\frac{1}{4}$  of Section 1 and All of Section 11, all petroleum, oil, natural gas and products derived therefrom, within or underlying said land or that may be produced therefrom, as reserved in Deed dated January 17, 1950, from SOUTHERN PACIFIC LAND COMPANY to FILBERT ETCHEVERRY, OSCAR RUDNICK and SAM RUDNICK, co-partners, doing business as EUREKA LIVESTOCK COMPANY, recorded March 9, 1950 in Book 24 of Deeds at page 42, Eureka County, Nevada, records.

FURTHER EXCEPTING from portion of the S $\frac{1}{2}$ SW $\frac{1}{4}$  and SE $\frac{1}{4}$  of Section 1 and All of Section 11, all oil, gas and minerals as conveyed by MELVIN JONES and RACHEL JONES to SAM RUDNICK, et al, by Deed recorded November 5, 1962 in Book 26 of Deeds at page 299, Eureka County, Nevada, records.

TOWNSHIP 31 NORTH, RANGE 52 EAST, M.D.B.&M.

Section 6: That portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$  lying southerly of the center line of Nevada State Highway 51 as the same is now constructed.

TOWNSHIP 31 NORTH, RANGE 52 EAST, M.D.B.&M. (cont)

Section 7: That portion lying westerly and southerly of the center line of Nevada State Highway as the same is now constructed.

Section 17: That portion of the W $\frac{1}{2}$  lying westerly and southerly of the center line of Nevada State Highway 51 as the same is now constructed.

Section 18: That portion of the E $\frac{1}{2}$ NE $\frac{1}{4}$  and NE $\frac{1}{4}$ SE $\frac{1}{4}$  lying westerly and southerly of the center line of Nevada State Highway 51 as the same is now constructed.

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RECORDED AT THE REQUEST OF NEVADA TITLE GUARANTY COMPANY  
 on SEPT. 15 1970 at 58 mins. past 9 A. M. in  
 Book 36 of OFFICIAL RECORDS, page 471-481 RECORDS OF  
EUREKA COUNTY, NEVADA *W. J. J. J. J.* Recorder.  
 File No. 53212 Fee \$ 13.00

BOOK 36 PAGE 481