

SECOND
DEED OF TRUST

THIS DEED OF TRUST, made this 1st day of January, 1973, by and between JOHN W. MARVEL and WILBURTA S. MARVEL, his wife, as Grantors, and JACK E. HULL, as Trustee, and LOUISE M. MARVEL and ERNEST R. MARVEL, as joint tenants with right of survivorship and not as tenants in common, as Beneficiary,

W I T N E S S E T H:

That Grantor hereby grants, transfers and assigns to the Trustee in trust, with power of sale, all of the following described real property situate in the Counties of Eureka and Humboldt, State of Nevada, more particularly described as follows, towit:

PARCEL I: The Dunphy Ranch in the County of Eureka, State of Nevada described as follows:

TOWNSHIP 33 NORTH, RANGE 48 EAST, MDB&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 said section, containing 4.279 acres, more or less, (said 4.279 acres covers land in Sec. on 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 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.

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

Section 36: E $\frac{1}{2}$ 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 Air Project I-080-4 (6) 254, and Southerly of the 180 foot right of 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 in Book 27, Page 30, File No. 38804 of Deeds.

TOWNSHIP 33 NORTH, RANGE 49 EAST, MDB&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.

Together with all buildings, fences and improvements situate thereon or used in connection therewith.

Together with all springs, wells, stockwater rights, waters water rights, rights to the use of water, dams, ditches, canals, pipelines, reservoirs, easements, rights of way and all other waters and means for the diversion and use of waters appurtenant to or decreed to the said property, or and part thereof, or used or enjoyed in connection therewith, including but not limited to the rights under Application No. 25248, Permit No. 25247, Permit No. 12487 and Certificate No. 4872, and Permit No. 17490 and Certificate No. 6214, and together with all stockwatering rights used or enjoyed in connection with the use of any of said lands, including those on the public lands.

Together with all range rights and grazing rights, and in particular, but without limitation thereto, all rights to graze livestock on the public lands under what is known as the Taylor Grazing Act, used or enjoyed in connection with any of said property or premises, including but not limited to 5,079 AUMs of use in the Argenta Unit and 584 AUMs of use in the Buckhorn Unit.

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

Subject to all easements, rights of way, reservations, deeds of trust, liens and encumbrances affecting said property, or any portion thereof.

PARCEL II: THE DL RANCH situated in the County of Humboldt, State of Nevada described as follows:

TOWNSHIP 34 NORTH, RANGE 43 EAST, M.D.B.&M.

Section 13: Southeast quarter of the Southeast quarter except a strip of land 100 feet in width being 50 feet on each side of and parallel with the located center line of the Western Pacific Railroad Company's line of railroad as the same is staked out and located over and across Section 13, as set forth in Deed recorded in Book 41, Page 221, Deed Records of Humboldt County, Nevada.

Section 24: East half of the East half.

TOWNSHIP 34 NORTH, RANGE 44 EAST, M.D.B.&M.

Section 18: Lot 4 of the SW $\frac{1}{4}$
Section 19: ALL
Section 20: SW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 29: ALL
Section 30: E $\frac{1}{2}$ SW $\frac{1}{4}$; Lot 3 SW $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$

Together with all buildings, fences and improvements thereon.

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

Together with all springs, wells, water, water rights, stock water rights, applications, proofs, permits, and certificates relating to water and water rights appurtenant to or used upon said lands or any portion thereof, together with all dams, ditches, diversions, licenses, easements, and rights of way incidental to or related to the utilization of all such water and water rights.

Together with any and all rights, privileges, preferences, licenses and permits to graze livestock upon the public lands, based upon, appurtenant to or used in connection with the real property or any portion thereof.

Together with all buildings; fixtures; corrals; fences; stockwater troughs, tanks and facilities; windmills now on the premises, or any portion thereof; and together with all new or additional buildings, structures, fixtures, fences, corrals and other improvements, which shall be placed on the premises, or any portion thereof, which shall be deemed additional security.

Together with all right, title, interest and estate now held or hereafter acquired by Grantor in and to all or any part of any street, alley, road or highway which now or hereafter is adjacent to or adjoins the described real property or any portion or part thereof.

TO HAVE AND TO HOLD the same unto the said Trustee and its successors, in trust, to secure the performance of the following obligations and payment of the following debts:

ONE: Payment of an indebtedness evidenced by a certain Promissory Note of even date herewith, in the principal amount of \$299,000.00, with the interest thereon, expenses, attorney fees and other payments therein provided, executed and delivered by the grantor payable to the Beneficiary or order, and any and all extensions or renewals thereof.

TWO: Payment of such additional amounts as may be hereafter loaned by the Beneficiary to the Grantor or any successor in interest of the Grantor, with interest thereon, expenses and attorney fees, and any other indebtedness or obligations of the Grantor to the Beneficiary.

THREE: Payment of all other sums with interest thereon becoming due or payable under the provisions hereof to either Trustee or Beneficiary.

FOUR: Payment, performance and discharge of each and every obligation, covenant, promise and agreement of Grantor herein or in said Note contained and of all renewals, extensions, revisions and amendments of the above-described Note and any other indebtedness or obligation secured hereby.

To protect the security of this Deed of Trust, it is agreed as follows:

1. The Beneficiary has the right to record notice that this Deed of Trust is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations of the Grantor for which the Beneficiary may claim the Deed of Trust as security.

2. The grantor shall: 1) properly care for and keep the property herein described and all buildings, fences, corrals, stock watering facilities, dams, ditches, diversions, wells, pumping equipment, and all other structures, improvements and fixtures thereon in

at least the condition, order and repair existing on the date of this Deed of Trust, subject to reasonable wear and tear and replacement, substitution or improvement as herein provided; 2) not remove or demolish all or any portion of any buildings, fences, corrals, watering troughs, windmills, other fixtures or improvements now situate thereon or hereafter placed thereon unless the same is replaced, improved or substituted therefor by a like item of at least equal value, quality and use; 3) not commit or permit any waste of the land, buildings, improvements and fixtures on said premises; 4) farm, maintain and irrigate the meadow and pasture areas of the premises for which water rights exist in at least the same husbandmanlike manner as was being applied thereto prior to the date of this Deed of Trust; 5) properly maintain, put to beneficial use and utilize all wells and water rights appurtenant to or used in connection with any portion of the premises as of the date of this Deed of Trust so as not to allow any water rights to be jeopardized, diminished or lost; 6) graze and manage the grazing areas of the lands subject to this Deed of Trust in the manner recognized as good range management in the grazing unit or area in which the lands subject hereto are located; 7) apply for active use and utilize or take non-use of all rights, privileges, preferences, demands, licenses, permits and leases to graze livestock upon the public lands based upon all or any portion of the lands subject to this Deed of Trust and to do all other things reasonably necessary to prevent the loss of, or permanent reduction in such grazing rights, privileges, preferences, demands, licenses, permits and leases through the acts or omissions of Grantor. The Grantor shall not do nor permit to be done, by act or omission, anything which shall impair, lessen, diminish, devalue or deplete the security hereby given.

3. The following covenants, Nos. 1, 2 - (full insurable value), 3, 4 (5%), 5, 6 (which covenant is deemed to include and apply to all conditions, covenants and agreements contained herein in addition to those adopted by reference, and to any and all defaults

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or deficiency in performance of this Deed of Trust), 7 (reasonable), and 8 and 9 of N.R.S. 107.030, are hereby adopted and made a part of this Deed of Trust.

4. All payments secured hereby shall be paid in lawful money of the United States of America.

5. The Beneficiary and any persons authorized by the Beneficiary shall have the right to enter upon and inspect the premises at all reasonable times.

6. If default be made in the payment of the obligations, note or debt secured hereby or in the performance of any of the terms, conditions or covenants of this Deed of Trust, or the payment of any sum payable hereunder, or upon the occurrence of any act or event of default hereunder, and such default is not cured within 35 days after written notice of default and of election to sell said property given in the manner provided by N.R.S. 107.080 as in effect on the date of this Deed of Trust, Beneficiary may declare all notes, debts and sums secured hereby or payable hereunder immediately due and payable although the date of maturity has not arrived.

7. The Promissory Note secured by this Deed of Trust is made a part hereof as if fully herein set out.

8. The commencement of any proceeding under the bankruptcy or insolvency laws by or against any of the Grantors, or against any of the Makers of the Note secured hereby; or the appointment of a receiver for any of the assets of any Grantor hereof or any Maker of the Note secured hereby; or the making by any of the Grantors or any Maker of the Note secured hereby of a general assignment for the benefit of creditors, shall constitute a default under this Deed of Trust.

9. Default under any other Deed of Trust, mortgage, contract, or other instrument, which is, or which creates, a lien, encumbrance, charge or interest of any nature on or in any of the property subject hereto having priority over any lien, right or interest created or existing under this Deed of Trust, or failure to pay or discharge when due any obligation which is secured by, or which

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constitutes a lien, encumbrance, charge or interest of any nature on or in any property subject hereto having priority over any lien, right or interest created or existing under this Deed of Trust, whether such obligation or the lien thereof is created by writing or otherwise, shall constitute a default under this Deed of Trust.

10... Any notices to be given Grantor shall be given by registered or certified mail to Grantor at the address set forth near the signatures on this Deed of Trust or at such substitute address as Grantor may designate in writing duly delivered to Beneficiary to Trustee, and such address set forth in this Deed of Trust, or such substitute address as is designated in writing duly served as aforesaid, shall be deemed conclusively to be the correct address of Grantor for all purposes in connection with said Deed of Trust, including, but not limited to, giving of notices permitted or required by statute to be mailed to Grantor.

11. The rights and remedies herein granted shall not exclude any other rights or remedies granted by law, and all rights or remedies granted hereunder, or permitted by law, shall be concurrent and cumulative.

12. All the provisions of this instrument shall inure to the benefit of and bind the heirs, legal representatives, successors and assigns of each party hereto respectively as the context permits. All obligations of each Grantor hereunder shall be joint and several. The word "Grantor" and any reference thereto shall include the masculine, feminine and neuter genders and the singular and plural, as indicated by the context and number of parties hereto.

13. It is expressly agreed that the trusts created hereby are irrevocable by the Grantor.

14... The Grantor hereby covenants and agrees that neither the acceptance nor existence, now or hereafter, of other security for the indebtedness secured hereby, or the full or partial release or discharge thereof, shall operate as a waiver of the security of this Deed of Trust, nor shall this Deed of Trust nor its satisfaction

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nor reconveyance made hereunder operate as a waiver of any such other security now held or hereafter acquired.

IN WITNESS WHEREOF, the Grantor has executed these presents the day and year first above written.


JOHN W. MARVEL


WILBURTA S. MARVEL

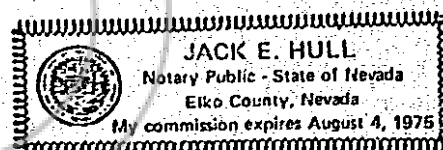
GRANTOR'S ADDRESS:

P. O. Box 432
Battle Mountain, NV. 89820

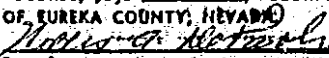
STATE OF NEVADA)
) SS.
COUNTY OF ELKO)

On this 1st day of JANUARY, 1973, personally appeared before me, a Notary Public, JOHN W. MARVEL and WILBURTA S. MARVEL, his wife, who acknowledged that they executed the above instrument.


NOTARY PUBLIC



RECORDED AT THE REQUEST OF
Vaughan, Hull, Marfisi & Goicoechea

on July 12, 1973
at 46 mins. past 10 A. M.
in Book 45 of OFFICIAL
RECORDS, page 558-565, RECORDS
OF EUREKA COUNTY, NEVADA

Recorder 57437 Fee \$ 10.00

FILE NO. 57437

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