

DEED OF TRUST

THIS DEED OF TRUST, made this 1st day of July, 1969, by and between H & R PROPANE, INC., of Eureka County, State of Nevada, Trustor, TITLE INSURANCE AND TRUST, of Reno, Washoe County, Nevada, Trustee, and CIRIACO HERRERA and ROSE HERRERA, of Washoe County, State of Nevada, Beneficiaries:

WITNESSETH:

WHEREAS, H & R PROPANE INC. is justly indebted to CIRIACO HERRERA and ROSE HERRERA, in the sum of SEVENTY-FIVE THOUSAND (\$75,000.00) DOLLARS, lawful money of the United States of America, evidenced by a certain promissory note of even date in words and figure as follows, to-wit:

PROMISSORY NOTE

\$75,000.00

Eureka, Nevada  
July 1, 1969

For value received, the undersigned corporation promises to pay to CIRIACO HERRERA and ROSE HERRERA, or order, the principal sum of SEVENTY-FIVE THOUSAND (\$75,000.00) DOLLARS, with interest at the rate of seven and one-half per cent (7 1/2%) per annum.

Said principal sum to be paid in monthly installments of not less than EIGHT HUNDRED NINETY & 26/100 (\$890.26) DOLLARS, per month, to include principal and interest. The first of said payments to be made on or before August 1, 1969, and to commence monthly thereafter until the entire amount of principal and interest shall have been paid in full. Makers may accelerate payments after Jan. 1, 1970.

This note is secured by a Deed of Trust and also by a chattel mortgage, pursuant to that certain agreement of sale entered into between the parties hereto on July 1, 1969.

It is agreed that in case of default in the payment of any of said installments or interest, as the same shall become due, then the whole of said principal sum then remaining unpaid, together with any accrued interest, shall forthwith become due and payable at the election of the holder of this note, without notice.

Principal and interest payments are to be made in lawful money of the United States of America.

H & R PROPANE, INC.

By: 1st Wm E. Hayward  
President

(SEAL)-

ATTEST:

1st Clara Roseman  
Secretary

PETER ECHEVERRIA  
ATTORNEY AND  
COUNSELLOR AT LAW  
885 SOUTH CENTER ST.  
RENO, NEVADA 89501  
TELEPHONE 323-6678

1 NOW, THEREFORE, Trustor does hereby grant, bargain, sell,  
2 convey and confirm unto Trustee in trust with power of sale, all  
3 that certain lot, piece and parcel of land situate, lying and being  
4 in the County of Eureka, State of Nevada, and more particularly  
5 described as follows; to wit:

6 Lot 128 B, embracing a portion of the unsurveyed public domain in the Eureka Mining  
7 District, County of Eureka, State of Nevada,  
8 containing 2.70 acres. Said Lot 128 B being  
9 in said town of Eureka, Nevada and known as  
10 the General Washington Mill Site.

11 Together with any and all improvements  
12 situated thereon.

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

17 TO HAVE AND TO HOLD the same unto the said Trustee and  
18 its successors, for the purpose of securing:

19 Payment of an indebtedness in the sum of SEVENTY-FIVE  
20 THOUSAND (\$75,000.00) DOLLARS evidenced by a promissory note of  
21 even date herewith, with interest thereon, according to the terms  
22 of said note, executed by Trustor and delivered to Beneficiaries,  
23 and payable to the order of Beneficiaries and any and all extensions  
24 or renewals thereof; payment of such additional sums with  
25 interest thereon, as may be hereafter loaned by the Beneficiaries  
26 to Trustor when evidenced by the promissory note or notes of  
27 Trustor; payment of all other sums with interest thereon becoming  
28 due or payable under the provisions hereof to either Trustee or  
29 Beneficiaries, and the performance and discharge of each and every  
30 obligation, covenant and agreement of Trustor herein contained.

31 AND THIS INDENTURE FURTHER WITNESSETH:

32 FIRST: Trustor promises and agrees to pay when due all  
claims for labor performed and materials furnished for any construction,  
alteration or repair upon the above described premises;

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1 to comply with all laws affecting said property or relating to any  
2 alterations or improvements that may be made thereon; not to  
3 commit or permit waste thereon, not to commit, suffer or permit  
4 any acts upon said property in violation of any law, covenant,  
5 condition or restriction affecting said property.

6 SECOND: Trustor agrees to provide, maintain and deliver  
7 to Beneficiaries fire, and if required, other insurance, including  
8 extended coverage, insuring any and all improvements upon said  
9 premises in a company satisfactory to and with loss payable to  
10 Beneficiaries and Trustor, as their respective interests may appear,  
11 and in default thereof, Beneficiaries may procure such insurance  
12 and may pay and expend for premiums for such insurance such sums of  
13 money as Beneficiaries may deem necessary. Said insurance shall be  
14 in the amount of the unpaid balance remaining due and owing to the  
15 Beneficiaries.

16 THIRD: The following Covenants, being Covenants Nos. 1,  
17 3, 4 (interest 7 1/2 %), 5, 6, 7 (reasonable attorney's fee), 8 and  
18 9 of Nevada Revised Statutes 107.030, are hereby adopted and made  
19 a part of this deed of trust.

20 FOURTH: Trustor agrees to pay any deficiency arising  
21 from any cause after application of the proceeds of the sale held  
22 in accordance with the provisions of the covenants hereinabove  
23 adopted by reference.

24 FIFTH: The rights and remedies hereby granted shall not  
25 exclude any other rights or remedies granted by law, and all rights  
26 and remedies granted hereunder or permitted by law shall be con-  
27 current and cumulative.

28 SIXTH: All the provisions of this instrument shall inure  
29 to, apply to, and binds the heirs, executors, successors and assigns  
30 of Beneficiaries and shall inure to, apply to, and bind the legal  
31 representatives, successors and assigns of each of the other parties  
32 hereto, respectively. Whenever used, the singular number shall

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1 include the plural, the plural the singular, and the use of any  
2 gender shall include all other genders.

3 SEVENTH: Trustor hereby assigns to the Trustee any and  
4 all rents of the above described premises and hereby authorizes  
5 Trustee, without waiving or affecting the right of foreclosure or  
6 any other right hereunder, to take possession of the premises at  
7 any time after there is a default in the payments of said debt or  
8 in the performance of any of the obligations herein contained, and  
9 to rent the premises for the account of Trustor.

10 EIGHTH: It is hereby expressly agreed that the trust  
11 created hereby is irrevocable by Trustor.

12 IN WITNESS WHEREOF, Trustor has hereunto set their hands  
13 the day and year first above written.

14 H & R PROPANE, INC.

15 (SEAL)

16 By: Wm Earl Hayward  
17 President

18 Attest:

19  
20 Clara Roseman  
21 Secretary

22 STATE OF NEVADA )  
23 COUNTY OF Clark ) SS

RECORDED AT THE REQUEST OF Wm. Earl Hayward  
on April 30 1974 of 51 mins. past 11 A. M.  
Book 47 of OFFICIAL RECORDS, page 468-471 RECORDS OF  
CLARK COUNTY, NEVADA Wm. Earl Hayward Recorder  
File No. 58346 Fee 9.60  
FILE NO. 58346

24 On this 28<sup>th</sup> day of June, 1969, personally  
25 appeared before me, a notary public in and for the County of  
Clark, State of Nevada, Wm Earl Hayward, and  
26 Clara Roseman, known to me to be the President and  
Secretary respectively executing the same on behalf of H & R  
27 Propane, Inc., the corporation that executed the foregoing instru-  
28 ment, and upon oath did depose that they are said officers of said  
29 corporation as above designated; that they are acquainted with the  
30 seal of said corporation and that the seal affixed to said instru-  
31 ment is the corporate seal of said corporation, that the signatures  
32 to said instrument were made by officers of said corporation as in-  
dicated after said signatures and that the said corporation execu-  
ted the said instrument freely and voluntarily and for the uses and  
purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed  
my official seal the day and year in this certificate first above  
written.

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ATTORNEY AND  
COUNSELLOR AT LAW  
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Lillian M. Leubinger  
Notary Public in and for the County of  
State of Nevada  
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