

D E E D O F T R U S T

1 THIS DEED OF TRUST, made this 13th day of May
 2 _____, 1974, by and between STEPHEN A. SUTHERLAND and JEAN
 3 SUTHERLAND, husband and wife, and JERRY D. JONES and LINDA JONES,
 4 husband and wife, hereinafter called "Trustors", FRONTIER TITLE
 5 COMPANY, Ely, Nevada, hereinafter called "Trustee"; and H. & R.
 6 PROPANE, INC., Ely, Nevada, hereinafter called "Beneficiary";

W I T N E S S E T H :

7 That Trustors irrevocably grant, transfer, convey, and
 8 confirm unto the Trustee, in trust with power of sale, that certain
 9 property in the County of Eureka, State of Nevada, described as
 10 follows:
 11

12 Beginning at the NE corner of said Parcel, being
 13 a point in common with the NE corner of the
 14 General Washington Mill Site (Survey No. 128B);
 15 Thence S. $14^{\circ} 45'$ E., 205.00 feet;
 16 thence N. $89^{\circ} 45' 30''$ W., 166.96 feet;
 17 thence N. $14^{\circ} 45'$ W., 170.26 feet;
 18 thence N. $78^{\circ} 15'$ E., 161.5 feet to the point
 19 of beginning, being a portion of the General
 20 Washington Mill Site (Survey No. 128B), situated
 21 in the Town of Eureka, County of Eureka, State
 22 of Nevada.

23 TOGETHER WITH all rents, issues and profits, thereof
 24 reserving the right to collect and use the same during continuance
 25 of same default hereunder and authorizing the Beneficiary to
 26 collect and enforce the same in the name of any party hereto.

27 ALL for the purpose of securing:

28 Payment of the indebtedness evidenced by a Promissory
 29 Note of even date herewith, and any extensions or renewals thereof
 30 in the principal sum of Twenty Thousand Dollars (\$20,000.00),
 31 together with interest at Seven Percent (7%) per annum on the
 32 declining balance, interest and principal to be paid in accordance
 with the terms, conditions and tenor of the said Promissory Note,
 and also to secure the payment of all other moneys agreed or

1 provided to be paid by the Trustors, together with performance of
2 each agreement of Trustors incorporated by reference or contained
3 herein, and any special provisions.

4 Trustors request that a copy of the Notice of Default
5 and Notice of Sale hereunder be mailed to them.

6 Trustors in consideration of the premises hereby
7 covenant and agree that neither the acceptance nor existence now
8 or hereafter of other security for the indebtedness secured hereby
9 nor the release thereof shall operate as a waiver of the security
10 of this Deed of Trust, nor shall this Deed of Trust, nor its
11 satisfaction or a reconveyance made thereunder operate as a waiver
12 of any such other security now held or hereinafter acquired.

13 Upon receipt of written request from Beneficiary
14 reciting that all sums secured hereby have been paid and upon
15 surrender of this Deed of Trust and Note to Trustee for cancel-
16 lation and retention and upon payment of its fees, the Trustee
17 shall reconvey without warranty the property then held hereunder.
18 The recitals in such reconveyance of any matters of fact shall be
19 conclusive proof of the truth thereof.

20 The parties to the Deed of Trust all covenant and
21 agree that pursuant to Nevada Revised Statute 107.030, the
22 following covenants are hereby adopted and made a part of this
23 Deed of Trust by reference. Covenant No. 1; 3; 4 (10%); 5; 6;
24 7 (10%); 8.

25 All covenants and agreements herein or by reference
26 made a part hereof, shall be binding upon the parties, their
27 survivors, heirs, executors, administrators, successors and assigns.

28 IN WITNESS WHEREOF, the Trustors have executed these
29 presents of this Deed of Trust the day and year first above
30 written.

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Stephen A. Sutherland
STEPHEN A. SUTHERLAND

Jean Sutherland
JEAN SUTHERLAND

Jerry D. Jones
JERRY D. JONES

Linda Jones
LINDA JONES

STATE OF Nevada)
County of Elko) ss.

On this 13th day of May, 1974,
personally appeared before me, a Notary Public, STEPHEN A. SUTHERLAND and JEAN SUTHERLAND, who acknowledged that they executed the foregoing instrument

SUSAN Y. CLARKE
Notary Public
Susan Y. Clarke

STATE OF Nevada)
COUNTY OF Elko) ss.

On this 13th day of May, 1974,
personally appeared before me, a Notary Public, JERRY D. JONES and LINDA JONES, who acknowledged that they executed the foregoing instrument.

SUSAN Y. CLARKE
Notary Public
Susan Y. Clarke

RECORDED AT THE REQUEST OF FRONTIER TITLE COMPANY
MAY 31 1974 at 11 min past 11 A M
Book 48 of OFFICIAL RECORDS, page 55-57 RECORDS OF
EUREKA COUNTY, NEVADA *Walter A. W. Park* Recorder
FILE NO. 58458 Fee \$ 5.00

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BOOK 48 PAGE 57