

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 15th day of May, 1974, by and between STEPHEN C. FARNUM, a single man, and LLOYD M. MARTIN and WILMA J. MARTIN, his wife, hereinafter called Trustors; FIRST AMERICAN TITLE COMPANY OF NEVADA, a Corporation, hereinafter called Trustee; and SHADY MEADOWS, INC., a Corporation, of Eureka County, Nevada, hereinafter called Beneficiary; it being understood that the words used herein in any gender include 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 Trustor is indebted to the said Beneficiary in the sum of FORTY-FOUR THOUSAND and 00/100 (\$44,000.00) DOLLARS lawful money of the United States of America, and have agreed to pay the same according to the terms and tenor of a certain Promissory Note of even date herewith, and made, executed and delivered by the said Trustor to the said Beneficiary, which Note is in the principal sum of \$44,000.00, lawful money of the United States of America, together with interest thereon at the rate of seven percent (7%) per annum.

NOW, THEREFORE, the said Trustor, for the purpose of securing the payment of said Promissory Note, and also the payment of all monies herein agreed or provided to be paid by the said Trustor, or which may be paid out, or advanced by said Beneficiary or Trustee under the provisions of this instrument, with interest, and further in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, in hand paid by the said Trustee, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell unto the said Trustee, its successors

and assigns, all that certain real property situate in the County of Eureka, State of Nevada, more particularly described as follows:

See Exhibit A attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD said premises, together with appurtenances, unto the said Trustee, and to its successors and assigns, for the uses and purposes herein mentioned.

Being in trust, nevertheless, for the benefit and security of the Beneficiary herein named, and the holders of said Promissory Note secured hereby, as well as security for the repayment of all sums of money which may hereafter become due and payable from the said Trustor to said Beneficiary, as well as security for the renewal or renewals of said Note, or the debt evidenced thereby.

The following covenants: One; Two, (\$44,000); Three; Four, (7%); Five; Six; Seven, (reasonable); Eight and Nine of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust.

The Trustor promises to properly care for and keep the property herein described in the same condition as the same now exists, subject to normal wear and tear, to care for, protect and repair all buildings and improvements situate, or to be constructed at or thereon; not to remove or demolish any buildings or other improvements situate thereon; and to otherwise protect and preserve the said premises and improvements thereon; and not to commit; or permit any waste or deterioration of said buildings and improvements, or of said premises; and to pay, when due, all claims for labor performed and materials furnished therefor.

This Deed of Trust shall also be security for such addition: amounts as may be hereafter loaned by the said Beneficiary, or his heirs, executors, administrators or assigns, to the Trustor, or any successors in interest of the Trustor, and any present or future demands of any kind or nature which the Beneficiary or his heirs, executors, administrators or assigns,

may have against the Trustor, whether created directly or acquired by assignment; whether absolute or contingent; whether due or not; or whether otherwise secured or not; or whether existing at the time of the execution of this instrument or arising thereafter; and also as security for the payment and performance of every obligation, covenant, promise and agreement herein or in said Note, or Notes, contained.

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

Said Trustor, in consideration of the premises, does hereby covenant and agree that neither the acceptance nor the existence, now or hereafter, of other security for the indebtedness secured hereby, nor the release thereof, shall operate as a waiver of the security of this Deed of Trust, nor shall this Deed of Trust, nor its satisfaction, nor a reconveyance made hereunder, operate as a waiver of any such other security now held or hereafter acquired.

All covenants and agreements herein contained, or by reference made a part hereof, shall be binding upon the heirs, executors, administrators and assigns of the said Trustor, and this indenture shall not be modified in any respect by the amendment or repeal of any law which has been by reference made a part hereof.

IT IS EXPRESSLY AGREED that the trusts created hereby are irrevocable by the Trustor.

IN WITNESS WHEREOF, the Trustors have hereunto set their hand the day and year first above written.

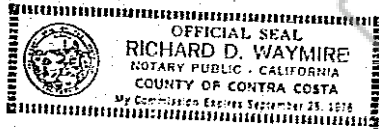
Stephen C. Farnum
STEPHEN C. FARNUM

Lloyd M. Martin
LLOYD M. MARTIN

Wilma J. Martin
WILMA J. MARTIN

STATE OF)
COUNTY OF) ss.

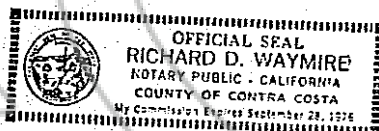
On this 21 day of MAY, 1974, personally appeared before me, a Notary Public, STEPHEN C. FARNUM, who acknowledged to me that he executed the foregoing instrument.



Richard D. Waymire
NOTARY PUBLIC

STATE OF)
COUNTY OF) ss.

On this 21 day of May, 1974, personally appeared before me, a Notary Public, LLOYD M. MARTIN and WILMA J. MARTIN, his wife, who acknowledged to me that they executed the foregoing instrument.



Richard D. Waymire
NOTARY PUBLIC

EXHIBIT A

Township 20 North, Range 53 East, M.D.B. & M.

Section 4: Lots 15 and 16; S 1/2 NE 1/4; SE 1/4.

EXCEPT all oil and gas as reserved in Patents from the United States of America recorded in the Office of the County Recorder of Eureka County, Nevada.

TOGETHER WITH all water, water rights, and rights to the use of water obtained by virtue of those certain State of Nevada Water Permits Nos. 19371 and 20001, and State of Nevada Water Certificates Nos. 6990 and 7396, and all dams, ditches, canals and other means or devices used for the diversion or use of waters appurtenant to the said property or any part thereof.

TOGETHER WITH all mineral rights, oil or gas owned by the Seller herein lying on, in or over the above described real property.

TOGETHER WITH all existing easements and rights of way benefitting the above-described real property, including, but not limited to, all easements and rights of way for ingress and egress to said property.

TOGETHER TO all road and utility easements and any and all other easements and rights of way of record.

TOGETHER WITH all buildings and improvements situate thereon.

TOGETHER WITH the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

RECORDED AT THE REQUEST OF Charles B. Evans, Jr.
on June 11, 1974 at 46 mins. past 10 A. M.
Book 48 of OFFICIAL RECORDS, page 250-254 RECORDS OF
EUREKA COUNTY, NEVADA. Willie McPool Recorder.
File No. 58653 Fee \$ 7.00
FILE NO. 58653