

D E E D O F T R U S T

THIS DEED OF TRUST, made this 12th day of November, 1974, by and between WAYNE D. ROBINSON and PATRICIA J. ROBINSON, husband and wife, hereinafter called "Trustors", FRONTIER TITLE COMPANY, Ely, Nevada, hereinafter called "Trustee", and H & R PROPANE, INC., a Nevada Corporation, hereinafter called "Beneficiary",

W I T N E S S E T H :

That Trustors irrevocably grant, transfer, convey, and confirm unto the Trustee, in trust with power of sale, that certain property in the Town of Eureka, County of Eureka, State of Nevada, particularly described as follows, to-wit:

Beginning at the SW corner of said Parcel, being a point in common with the SW Corner of the General Washington Mill Site (Survey No. 128B);

Thence N. 14° 45' W., 152.00 feet

Thence N. 78° 15' E., 125.00 feet

Thence S. 14° 45' E., 152.00 feet

Thence S. 78° 15' W., 125.00 feet to the point of Beginning, being a portion of the General Washington Mill Site (Survey No. 128B), situated in the Town of Eureka, County of Eureka, State of Nevada,

and

Beginning at the SE Corner of said Parcel, being a point in common with the SE Corner of the General Washington Mill Site (Survey No. 128B);

Thence S. 78° 15' W., 265.00 feet

Thence N. 14° 45' W., 152.00 feet

Thence S. 89° 45' 30" E., 273.96 feet

Thence S. 14° 45' E., 95.00 feet to the

Point of Beginning, being a portion of the General Washington Mill Site (Survey No. 128B), situated in the Town of Eureka, County of Eureka, State of Nevada

TOGETHER WITH all rents, issues and profits, thereof reserving the right to collect and use the same during continuance

1 of same default hereunder and authorizing the Beneficiary to
2 collect and enforce the same in the name of any party hereto.

3 ALL FOR the purpose of securing:

4 Payment of the indebtedness evidenced by a Promissory
5 Note of even date herewith, and any extensions or renewals
6 thereof in the principal sum of Twenty Four Thousand Five Hundred
7 Dollars (\$24,500.00), together with interest at Eight Percent (8%)
8 per annum on the declining balance, interest and principal to be
9 paid in accordance with the terms, conditions and tenor of the
10 said Promissory Note, and also to secure the payment of all other
11 moneys agreed or provided to be paid by the Trustors, together
12 with performance of each agreement of Trustors incorporated by
13 reference or contained herein, and any special provisions.

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

16 Trustors, in consideration of the premises, hereby
17 covenant and agree that neither the acceptance nor existence now
18 or hereafter of other security for the indebtedness secured hereby
19 nor the release thereof shall operate as a waiver of the security
20 of this Deed of Trust, nor shall this Deed of Trust, nor its
21 satisfaction or a reconveyance made thereunder operate as a waiver
22 of any such other security now held or hereinafter acquired.

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

30 The parties to the Deed of Trust all covenant and
31 agree that pursuant to Nevada Revised Statute 107.030, the follow-
32 ing covenants are hereby adopted and made a part of this Deed of

1 Trust by reference. Covenant No. 1; 3; 4 (10%); 5; 6; 7 (10%); 8.

2 All covenants and agreements herein or by reference
3 made a part hereof, shall be binding upon the parties, their
4 survivors, heirs, executors, administrators, successors and
5 assigns.

6 IN WITNESS WHEREOF, the Trustors have executed these
7 presents of this Deed of Trust the day and year first above
8 written.

9
10 Wayne D. Robinson
11 WAYNE D. ROBINSON

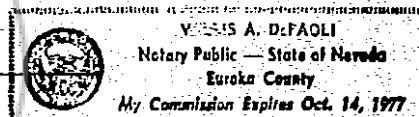
12 Patricia J. Robinson
13 PATRICIA J. ROBINSON

14
15 STATE OF NEVADA,)
16 County of EUROKA) ss.

17 On this 12 day of November, 1974,
18 before me, a Notary Public in and for said County and State,
19 personally appeared WAYNE D. ROBINSON and PATRICIA J. ROBINSON,
20 known to me to be the persons described in and whose names are
21 subscribed to the foregoing instrument, who acknowledged to me
22 that they executed the same freely and voluntarily, and for the
23 uses and purposes therein mentioned.

24 IN WITNESS WHEREOF, I have hereunto set my hand and
25 Notarial Stamp the day and year first above written.

26 Willis A. DePaoli
27 Notary Public



28 RECORDED AT THE REQUEST OF FRONTIER TITLE COMPANY
29 on DEC. 26, 19 74, at 56 mins. past 10 A. M. b
30 Book 50 of OFFICIAL RECORDS, page 387-389 RECORDS OF
31 EUREKA COUNTY, NEVADA Willis A. DePaoli Recorder
32 File No. 59545 Fee \$ 5.00
FILE NO. 59545

-3 and last-