

DEED OF TRUST

1 THIS DEED OF TRUST, made this 1st day of September, 1976,
 2 by and between JAMES ERNEST BAUMANN and VERA L. BAUMANN, husband
 3 and wife, as Grantors and Frontier Title Company,
 4 as Trustee, and HERMAN L. AGNEW, also know as LeROY AGNEW, and
 5 WANETA S. AGNEW, his wife, as Beneficiary, as joint tenants with
 6 right of survivorship.

W I T N E S S E T H

7 That Grantor hereby grants, transfers and assigns to the
 8 Trustee in trust, with power of sale, all of the following described
 9 real property situate in the County of Eureka, State of Nevada,
 10 and more particularly described as follows, to-wit:

11 TOWNSHIP 20 North, RANGE 53 EAST, MDB&M (EUREKA CO)
 12 Section 15: NW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$; Lot 1. Together with all
 13 water rights appurtenant to said property.
 14 Reserving, however, unto the Grantors an undivided one-half
 15 interest in and to all of the right, title and interest of
 16 Grantors in and to coal, oil, gas and other minerals of
 17 every kind and nature whatsoever existing upon, beneath
 18 the surface of, or within said lands, including the
 19 rights to the use of so much of the surface thereof as may
 20 be required in prospecting for, in locating, developing,
 21 producing and transporting said coal, oil, gas or minerals
 22 and any of their by-products.

23 Together with all buildings and improvements situate thereon.

24 TOGETHER with the tenements, hereditaments and appurtenances
 25 thereunto belonging or in anywise appertaining, and the
 26 reversion and reversions, remainder and remainders, rents,
 27 issues and profits thereof.

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

ONE: Payment of an indebtedness evidenced by a certain
 Promissory Note dated Sept. 1st, 1976, in the principal
 amount of \$20,000.00, with the interest thereon, expenses,
 attorney fees and other payments therein provided, executed and
 delivered by the GRANTORS payable to the Beneficiary or order,
 and any and all extensions or renewals thereof, which Note is
 made a part hereof.

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

1 THREE: Payment, performance, and discharge of each and
2 every obligation, covenant, promise and agreement of Grantors
3 herein or in said Note contained and of all renewals, extensions,
4 revisions and amendments of the above-described Note and any
5 other indebtedness or obligation secured hereby.

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

8 1. The following covenants, Nos. 1, 3, 4 (8%), 5, 6 (which
9 covenant is deemed to include and apply to all conditions,
10 covenants and agreements contained herein in addition to those
11 adopted by reference, and to any and all defaults or deficiency in
12 performance of this Deed of Trust), 7 (reasonable), and 8 and 9
13 of N.R.S. 107.030, are hereby adopted and made a part of this
14 Deed of Trust.

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

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

20 4. In case of condemnation of the property subject hereto,
21 or any part thereof, by paramount authority, all of any
22 condemnation award to which the Grantors shall be entitled less
23 costs and expenses of litigation is hereby assigned by the
24 Grantors to the Beneficiary, who is hereby authorized to receive
25 the receipt for the same and apply such proceeds as received
26 toward the payment of the indebtedness hereby secured, whether
27 due or not.

28 5. Any notices to be given Grantors shall be given by
29 registered or certified mail to Grantors at the address set
30 forth near the signatures in this Deed of Trust or at such
substitute address as Grantors may designate in writing duly
delivered to Beneficiary or 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 Grantors, for all
purposes in connection with said Deed of Trust, including but not
limited, to giving of Notices permitting or required by statute
to be mailed to Grantors.

6. 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 "Grantors" 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.

7. It is expressly agreed that the trusts created hereby are
irrevocable by the Grantors.

8. The Grantors shall properly care for, protect and keep

1 the property and all landscaping, buildings and improvements
2 thereon in at least the same state and condition of repair
3 and order as it is on the date of the execution of this Deed
4 of Trust, and not remove, damage or demolish any buildings or
5 other improvements on the property unless the Beneficiary
6 gives prior consent thereto or the building or improvement
7 is immediately replaced with one of equal or more value.

8 IN WITNESS WHEREOF, the Grantors have executed these presents
9 the day and year first above written.

10 James Ernest Baumann
11 JAMES ERNEST BAUMANN

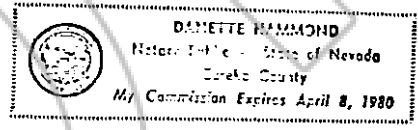
12 Vera L. Baumann
13 VERA L. BAUMANN

14 GRANTOR' ADDRESS: Eureka, Nevada.

15 STATE OF NEVADA)
16 : ss
17 County of Eureka)

18 On this 1st day of September, 1976, personally appeared
19 before me, a Notary Public, JAMES ERNEST BAUMANN AND VERA L.
20 BAUMANN, his wife, who acknowledged that they executed the above
21 instrument.

22 Danette Hammond
23 Notary Public.



28 RECORDED AT THE REQUEST OF Frontier Title Company
29 on Sept. 27, 1976, at 47 mins. past 10 A. M. In
30 Book 56 of OFFICIAL RECORDS, page 554-556 RECORDS OF
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder
File No. 62239 Fee \$ 5.00