

DEED OF TRUST

THIS DEED OF TRUST made and entered into this 8th day of September, 1976, by and between JOHN B. ADAMS and MILDRED M. ADAMS, his wife, hereinafter called Trustors; and FRONTIER TITLE COMPANY, Elko, Nevada, hereinafter called Trustee; and SHADY MEADOWS, INC., a Colorado Corporation, qualified to do business in the State of Nevada, hereinafter called Beneficiary;

W I T N E S S E T H:

THAT WHEREAS, the Trustors are indebted to the said Beneficiary in the sum of FORTY SEVEN THOUSAND and No/100 (\$47,000.00) 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 Trustors to the said Beneficiary, which Note is in the principal sum of \$47,000.00, lawful money of the United States of America, together with interest thereon at the rate of eight and one-half (8 1/2%) per cent per annum.

NOW, THEREFORE, the said Trustors, 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 Trustors, 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, have granted, bargained and sold, and by these presents do 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:

TOWNSHIP 21 NORTH, RANGE 53 EAST, M.D.B.&M.

Section 34: SE1/4, except the Westerly 30 feet thereof, being reserved by Grantor.

TOGETHER WITH any and all buildings and improvements situate thereon.

TOGETHER WITH all water, water rights, and rights to the use of water obtained by virtue of that certain State of Nevada Water Permit No. 19492, 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 benefiting the above-described real property, including, but not limited to, all easements and rights of way for ingress and egress to said property.

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

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

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 holder 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 Trustors 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 (\$ \_\_\_\_\_); Three; Four, (8 1/2%); Five; Six; Seven, (a reasonable amount); Eight and Nine of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust.

The Trustors promise to properly care for and keep the property herein described in the same condition as the same now exists; and to otherwise protect and preserve the said premises; or permit any waste or deterioration 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 additional amounts as may be hereafter loaned by the said Beneficiary, or its successor or assigns, to the Trustors, or any successor in the interest of the Trustors, and any present or future demands of any kind or nature which the Beneficiary or its successors or assigns, may have against the Trustors, 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 Trustors, in consideration of the premises, do 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 Trustors, 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 Trustors.

IN WITNESS WHEREOF, the Trustors have hereunto set their hands as of the day and year first hereinabove written.

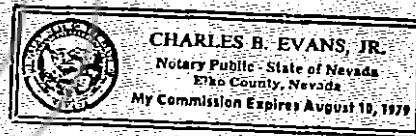
*John B. Adams*  
JOHN B. ADAMS

*Mildred M. Adams*  
MILDRED M. ADAMS

STATE OF NEVADA     )  
                              ) SS.  
COUNTY OF ELKO     )

On this 5th day of September, 1976, personally appeared before me, a Notary Public, JOHN B. ADAMS and MILDRED M. ADAMS, his wife, who acknowledged that they executed the foregoing instrument.

*Charles B. Evans, Jr.*  
NOTARY PUBLIC



RECORDED AT THE REQUEST OF Frontier Title Co.  
on October 27, 19 76, at 06 min. past 1 P. M. in  
Book 57 of OFFICIAL RECORDS, page 131-134, RECORDS OF  
ELKO COUNTY, NEVADA. WILLIS A. DePAOLI Recorder  
File No. 62351 Fee \$ 6.00