

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 6th day of May, 1977, by and between BURKE PETERSEN and YVONNE PETERSEN, his wife, hereinafter called Trustors; FIRST AMERICAN TITLE COMPANY OF NEVADA, hereinafter called Trustee; and THE BELLFONTE COMPANY, 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 One Hundred Thousand and No/100----- (\$ 100,000.00 ) 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 \$100,000.00, lawful money of the United States of America, together with interest thereon at the rate of nine percent ( 9 %) 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 Counties of Eureka, Lander, Nye, White Pine and Elko, State of Nevada, more particularly described as follows:

File No. 50128  
 filed for record at request of  
Charles B. Evans Jr.  
June 3 1977

at 40 minutes past 1 o'clock  
 P.m. and recorded in Book 203  
 of Official Records—page 535  
 Nye County, Nevada.

Muriel A. Brawley  
 County Recorder

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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 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, (\$9%); 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, 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 additional amounts as may be hereafter loaned by the said Beneficiary, or its successor and assigns, to the Trustors, or any successors 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;

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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.

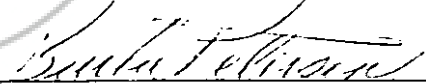
Said Trustors, in consideration of the premises, do hereby covenant and agree that neither the acceptance nor the existence, now or hereafter, of other security for the indebtedness secured hereby, nor the release thereof, shall operate as a waiver of the security of this Deed of Trust, nor shall this 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 said Trustors.

This Deed of Trust may be signed in counterpart.

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

  
BURKE PETERSEN

  
YVONNE PETERSEN

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Eureka County

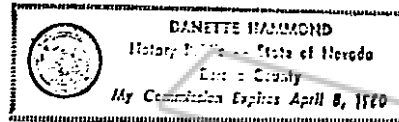
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STATE OF NEVADA           )  
                                  ) ss.  
COUNTY OF EUREKA        )

On this 6th day of May, 1977, personally  
appeared before me, a Notary Public, BURKE PETERSEN and YVONNE  
PETERSEN, his wife, who acknowledge that they executed the fore-  
going instrument.

Danette Hammond  
Notary Public



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## D E S C R I P T I O N

All that certain lot, piece or parcel of land situate in the Counties of Elko, Eureka and Lander, State of Nevada, more particularly described as follows:

### ELKO COUNTY

TOWNSHIP 26 NORTH, RANGE 55 EAST, M.D.B.&M.

Section 15: SW1/4NE1/4; SW1/4SE1/4

TOWNSHIP 27 NORTH, RANGE 55 EAST, M.D.B.&M.

Section 35: SE1/4NW1/4; NE1/4SW1/4

EXCEPTING THEREFROM, an undivided one-half interest in and to all oil, gas and mineral rights conveyed by JEFF HUNT, et ux, to KATHERINE M. FRANDSEN, et al, by Deed recorded May 29, 1952 in Book 168 of Real Estate Records at page 37 and reserved in Deed executed by KATHERINE M. FRANDSEN, et al, in Deed recorded May 24, 1952 in Book 169 of Real Estate Records at page 32, White Pine County, Nevada and in Book 61 of Deeds at page 296, Elko County, Nevada records.

### EUREKA COUNTY

TOWNSHIP 16 NORTH, RANGE 53 EAST, M.D.B.&M.

Section 7: SE1/4NE1/4

Section 8: E1/2; NW1/4NW1/4; S1/2NW1/4; N1/2SW1/4; SE1/4SW1/4

Section 9: NE1/4NE1/4; S1/2NE1/4; NW1/4NW1/4; S1/2NW1/4; S1/2

Section 10: N1/2; N1/2S1/2; SW1/4SE1/4; S1/2SW1/4

Section 11: S1/2NE1/4; NW1/4; N1/2SW1/4

Section 12: N1/2

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TOWNSHIP 16 NORTH, RANGE 54 EAST, M.D.B.&M.

Section 6: S1/2SW1/4

Section 7: Lots 1 & 2 of the NW1/4

TOWNSHIP 17 NORTH, RANGE 49 EAST, M.D.B.&M.

Section 24: Homestead Entry No. 174, comprising Tracts "A" and "B", embracing a portion of, approximately Section 24 in Township 17 North of Range 49 East of the Mount Diablo Meridian, Nevada, more particularly bounded and described as follows:

Begining for the description of Tract "A" at corner No. 1, identical with the Southwest corner to Section 19 in Township 17 North, Range 50 East of the Mount Diablo Meridian; thence, North 87° West 43.66 chains to Corner No. 2; thence, North 2°40' West 3.44 chains to Corner No. 3; thence North 73°35' East 22.53 chains to Corner No. 4; thence, South 63°30' East 10.92 chains to corner No. 5; thence, South 84°24' East 12.41 chains to Corner No. 6; thence, South 0°4' East 5.98 chains to Corner No. 1, the place of beginning.

Begining for the description of Tract "B" at Corner No. 7, from which Corner No. 2 of said Tract "A" bears South 87° East 50 links distant; thence North 87° West 27.75 chains to Corner No. 8; thence, North 39°12' East 12.76 chains to Corner No. 9; thence North 39°29' West 16.96 chains to Corner No. 10; thence North 47° East 4.48 chains to Corner No. 11; thence, South 33°44' East 4.99 chains to Corner No. 12; thence, South 48°30' East 30.75 chains to Corner No. 13; thence North 73°35' East 1.24 chains to Corner No. 14; thence South 2°40' East 3.28 chains to Corner No. 7; the place of beginning, containing in the aggregate 61.83 acres, according to the official plat of the Survey of said land, returned to the General Land Office by the Surveyor-General.

TOWNSHIP 17 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 7 & 8: Described more particularly as follows: Beginning at Corner No. 1 from which the quarter corner to Sections 8 and 9 in Township 17 North of Range 50 East of the Mount Diablo Meridian bears North 82°35' East 57.53 chains distant; thence South

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73°52' West 17.72 chains to Corner No. 2; thence North 76°18' West 27.40 chains to Corner No. 3; thence South 66°29' West 3.30 chains to Corner No. 4; thence North 76°43' West 30.88 chains to Corner No. 5; thence North 56°9' East 5.40 chains to Corner No. 6; thence South 79°52' East 55.00 chains to Corner No. 7; thence North 76°59' East 15.21 chains to Corner No. 8; thence South 37°41' East 5.41 chains to Corner No. 1, the place of beginning; containing 35.65 acres, according to the official plat of the Survey of said land, returned to the General Land Office by the Surveyor-General.

Section 19: Lot 4; SE1/4SW1/4  
Section 29: N1/2NW1/4; W1/2NE1/4  
Section 30: NE1/4NW1/4; N1/2NE1/4; E1/2SW1/4; N1/2SE1/4  
Section 31: W1/2NE1/4; NE1/4NE1/4

TOWNSHIP 18 NORTH, RANGE 49 EAST, MDB&M.  
Section 25: N1/2NE1/4

TOWNSHIP 18 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 28: SW1/4NE1/4; NW1/4SE1/4  
Section 30: NW1/4NE1/4; NE1/4NW1/4

TOWNSHIP 18 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 18: W1/2NE1/4; E1/2NW1/4; W1/2SE1/4; SW1/4  
Section 19: NW1/4NE1/4; W1/2; W1/2SE1/4  
Section 30: N1/2; N1/2S1/2

TOWNSHIP 18 NORTH, RANGE 54 EAST, M.D.B.&M.

Section 18: SE1/4NW1/4; NE1/4SW1/4; NW1/4SE1/4; S1/2SE1/4;  
Lot 2  
Section 19: NE1/4; SE1/4NW1/4; N1/2SE1/4  
Section 20: W1/2NW1/4; N1/2SW1/4; SE1/4NW1/4; Lot 1

EXCEPTING from all of those parcels shown in Township 18 North, Range 54 East, MDB&M., except the NE1/4NE1/4 of Section 19, the SE1/4NW1/4, Lot 1, NW1/4NW1/4 and the NE1/4SW1/4 of Section 20, all the coal and other minerals as reserved in Patent executed by the UNITED STATES OF AMERICA recorded August 17, 1932 in Book 21 of Deeds at page 89, Eureka County, Nevada records.

TOWNSHIP 19 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 16: W1/2NE1/4; E1/2NW1/4; SW1/4NW1/4; NW1/4SW1/4  
Section 17: SE1/4NE1/4; NE1/4SE1/4

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TOWNSHIP 18 NORTH, RANGE 48 EAST, M.D.B.&M.

Section 14: E1/2SW1/4NW1/4SW1/4; W1/2SE1/4NW1/4SW1/4;  
SE1/4SE1/4NW1/4SW1/4; SW1/4SE1/4SW1/4;  
SW1/4SE1/4SE1/4SW1/4; S1/2NW1/4SE1/4SW1/4;  
NW1/4NW1/4SE1/4SW1/4; SE1/4SE1/4SW1/4SW1/4;  
N1/2SE1/4SW1/4SW1/4; NE1/4SW1/4SW1/4;  
NE1/4NW1/4SW1/4SW1/4

Section 23: N1/2NE1/4NW1/4; NE1/4SW1/4NE1/4NW1/4;  
NW1/4SE1/4NE1/4NW1/4; ALSO: Beginning at  
Corner No. 1, from which U.S. Location  
Monument No. 253 bears South 26°42' East  
1.55 chains distant; thence North 26°42' West  
69.97 chains to Corner No. 2; thence North 9°  
13' West 17.37 chains to Corner No. 3; thence  
North 87°44' East 7.72 chains to Corner No. 4;  
thence South 22°51' East 86.81 chains to Cor-  
ner No. 5; thence West 7.36 chains to Corner  
No. 1, the place of beginning, containing 78.92  
acres, and being the same parcel conveyed by  
the UNITED STATES OF AMERICA to GEORGE WILLIAMS  
by Land Patent dated May 19, 1916 and recorded  
in Book 18 of Deeds at page 195, Eureka County,  
Nevada records.

TOWNSHIP 18 NORTH, RANGE 49 EAST, M.D.B.&M.

Section 5: NW1/4SW1/4; SW1/4SW1/4

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TOWNSHIP 18 NORTH, RANGE 49 EAST, M.D.B.&M. (cont)

Section 6: NE1/4SE1/4; SE1/4SE1/4  
Section 8: NW1/4NW1/4; S1/2NW1/4; NE1/4SW1/4

TOWNSHIP 19 NORTH, RANGE 49 EAST, M.D.B.&M.

Section 5: W1/2E1/2; E1/2W1/2; W1/2SW1/4; SW1/4NW1/4  
Section 6: SE1/4; SE1/4NE1/4;

EXCEPTING therefrom all coal and other valuable minerals as reserved in Patent executed by UNITED STATES OF AMERICA recorded July 6, 1950 in Book 24 of Deeds at page 79, Eureka County, Nevada records.

Section 18: NW1/4NE1/4; NE1/4SW1/4; SE1/4NW1/4; SW1/4SE1/4  
Section 19: E1/2SE1/4; NW1/4SE1/4; NE1/4

EXCEPTING from all of the subject property in Section 18 and the N1/2NE1/4, SW1/4NE1/4 and NW1/4SE1/4 of Section 19, all the oil and gas as reserved in Patent executed by UNITED STATES OF AMERICA recorded October 5, 1966 in Book 12 of Official Records at page 209, Eureka County, Nevada.

Section 20: W1/2SW1/4; SW1/4NW1/4

EXCEPTING from the SE1/4SE1/4 of Section 19 and SW1/4SW1/4 of Section 20 all minerals as reserved in Patent executed by UNITED STATES OF AMERICA recorded January 2, 1969 in Book 26 of Official Records at page 534, Eureka County, Nevada.

Section 29: SW1/4NW1/4; NW1/4SW1/4; SW1/4SW1/4  
Section 30: E1/2NE1/4; NE1/4SE1/4

EXCEPTING from all of the subject property in Sections 29 and 30 all of the oil and gas as reserved in Patent executed by UNITED STATES OF AMERICA recorded February 21, 1969 in Book 28 of Official Records at page 12, Eureka County, Nevada.

LANDER COUNTY

TOWNSHIP 18 NORTH, RANGE 48 EAST, M.D.B.&M.

Section 7: SE1/4NW1/4; SW1/4NE1/4; W1/4SE1/4  
Section 18: NW1/4NE1/4

EXCEPTING from PARCEL IV an undivided one-half of all oil, petroleum, gas and minerals as reserved in Deed executed by CONLAN LAND & LIVESTOCK, INC., recorded November 7, 1962 in Book 26 of Deeds at page 300, Eureka County, Nevada and recorded November 13, 1962 in Book 69 of Deeds at page 250, Lander County, Nevada.

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LANDER COUNTY (Cont'd)

TOWNSHIP 29 NORTH, RANGE 43 EAST, M.D.B. & M.

Section 35: N1/2 of the NE1/4;  
SW1/4 of NE1/4

TOWNSHIP 30 NORTH, RANGE 43 EAST M.D.B. & M.

Section 36: SE1/4

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All that real property situated in the County of Nye, State of Nevada, bounded and described as follows:

TOWNSHIP 14 NORTH, RANGE 48 EAST, M.D.B. & M.

Section 23: The West Half (W 1/2) of the Southeast Quarter (SE 1/4).

TOWNSHIP 14 NORTH, RANGE 51 EAST, M.D.B. & M.

Section 10: The North Half (N 1/2) of the Northeast Quarter (NE 1/4).  
Section 11: The North Half (N 1/2) of the Northwest Quarter (NW 1/4).  
Section 24: The West Half (W 1/2) of the Southwest Quarter (SW 1/4); the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4); the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4).

TOWNSHIP 15 NORTH, RANGE 53 EAST, M.D.B. & M.

Section 23: The Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4).  
Section 28: The Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4).

EXCEPTING from the West Half (W 1/2) of the Southeast Quarter (SE 1/4) of Section 23, Township 14 North, Range 48 East, M.D.B. & M. and the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 23; and the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 28 in Township 15 North, Range 53 East, M.D.B. & M. an undivided 1/6 of all minerals, oil, gas, and hydrocarbon substances, as granted to John L. Brown, by deed recorded February 20, 1954 in Book 56 of Deeds, page 70.

ALSO EXCEPTING from the West Half (W 1/2) of the Southeast Quarter (SE 1/4) of Section 23, Township 14 North, Range 48 East, M.D.B. & M.; and the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 23; and the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 28, in Township 15 North, Range 53 East, M.D.B. & M., an undivided 23 1/3 interest in and to all oil, gas, hydrocarbon substances within said land, as granted to Sam Rudnick, by deed recorded March 11, 1957 in Book 18 of Official Records, at page 190.

ALSO EXCEPTING from the West Half (W 1/2) of the Southeast Quarter (SE 1/4) of Section 23, Township 14 North, Range 48 East, M.D.B. & M.; and the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 23; and the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 28 in Township 15 North, Range 53 East, M.D.B. & M., an undivided 40% interest in and to all mineral rights, including, but not limited to 'crude oil', petroleum, gas, brea, asphaltum, or any kindred substance with and underlying as reserved in the deed executed by Eureka Livestock Company, recorded June 2, 1958 in Book 25 of Official Records, page 482.

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DESCRIPTION: (Continued)

PARCEL 1:

TOWNSHIP 22 NORTH, RANGE 55 EAST, M.D.B. & M.

Section 1: Lots 1 and 2; SE $\frac{1}{4}$  of the NE $\frac{1}{4}$

TOWNSHIP 23 NORTH, RANGE 55 EAST, M.D.B. & M.

Section 23: SE $\frac{1}{4}$

Section 24: NE $\frac{1}{4}$  of the NW $\frac{1}{4}$ ; S $\frac{1}{2}$  of the NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ ; E $\frac{1}{2}$

Section 25: All

Section 26: E $\frac{1}{2}$

Section 35: E $\frac{1}{2}$

Section 36: All

TOWNSHIP 25 NORTH, RANGE 55 EAST, M.D.B. & M.

Section 2: SW $\frac{1}{4}$  of the NW $\frac{1}{4}$ ; W $\frac{1}{2}$  of the SW $\frac{1}{4}$ ; SE $\frac{1}{4}$  of the SW $\frac{1}{4}$

Section 3: Lots 1 and 2; SE $\frac{1}{4}$  of the NE $\frac{1}{4}$ ; NE $\frac{1}{4}$  of the SE $\frac{1}{4}$

Section 11: SE $\frac{1}{4}$  of the SW $\frac{1}{4}$

Section 14: E $\frac{1}{2}$  of the NW $\frac{1}{4}$ ; E $\frac{1}{2}$  of the SW $\frac{1}{4}$ ; SW $\frac{1}{4}$  of the SE $\frac{1}{4}$

Section 23: E $\frac{1}{2}$  of the NW $\frac{1}{4}$ ; W $\frac{1}{2}$  of the E $\frac{1}{2}$

Section 26: W $\frac{1}{2}$  of the NE $\frac{1}{4}$ ; W $\frac{1}{2}$  of the SW $\frac{1}{4}$

Section 34: SW $\frac{1}{4}$  of the NE $\frac{1}{4}$ ; NE $\frac{1}{4}$  of the SE $\frac{1}{4}$

Section 35: NW $\frac{1}{4}$  of the NW $\frac{1}{4}$

TOWNSHIP 26 NORTH, RANGE 55 EAST, M.D.B. & M.

Section 27: SW $\frac{1}{4}$  of the SE $\frac{1}{4}$

Section 34: W $\frac{1}{2}$  of the NE $\frac{1}{4}$ ; NW $\frac{1}{4}$  of the SE $\frac{1}{4}$

TOWNSHIP 22 NORTH, RANGE 56 EAST, M.D.B. & M.

Section 6: SE $\frac{1}{4}$  of the NW $\frac{1}{4}$ ; Lots 3, 4, and 5

TOWNSHIP 23 NORTH, RANGE 56 EAST, M.D.B. & M.

Section 19: E $\frac{1}{2}$  of the SW $\frac{1}{4}$ ; Lots 3 and 4

Section 30: E $\frac{1}{2}$  of the W $\frac{1}{2}$ ; Lots 1, 2, 3, and 4

Section 31: E $\frac{1}{2}$  of the W $\frac{1}{2}$ ; Lots 1, 2, 3, and 4

TOWNSHIP 25 NORTH, RANGE 56 EAST, M.D.B. & M.

Section 5: SW $\frac{1}{4}$  of the SW $\frac{1}{4}$

DESCRIPTION CONTINUED

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DESCRIPTION: (Continued)

PARCEL 1: (Continued)

TOWNSHIP 26 NORTH, RANGE 56 EAST, M.D.B. & M.

Section 28:  $S\frac{1}{2}$  of the  $SW\frac{1}{4}$  of the  $SW\frac{1}{4}$ ; Lots 5 and 6

Section 29:  $SE\frac{1}{4}$  of the  $SW\frac{1}{4}$ ;  $SW\frac{1}{4}$  of the  $SE\frac{1}{4}$ ;  $S\frac{1}{2}$  of the  $SE\frac{1}{4}$  of the  $SE\frac{1}{4}$

Section 32:  $N\frac{1}{2}$  of the  $NE\frac{1}{4}$ ;  $NE\frac{1}{4}$  of the  $NW\frac{1}{4}$

Section 33:  $N\frac{1}{2}$  of the  $NW\frac{1}{4}$ ;  $SW\frac{1}{4}$ ; Lots 1 and 2

EXCEPTING THEREFROM an undivided one-half interest in and to all oil, gas and mineral rights, as reserved in deed from Katherine Frandsen and the Estate of Frank M. Frandsen, Deceased, recorded in Book 169, Page 352, Real Estate Records, White Pine County, Nevada.

PARCEL 2:

TOWNSHIP 26 NORTH, RANGE 55 EAST, M.D.B. & M.

Section 22:  $W\frac{1}{2}$  of the  $NE\frac{1}{4}$ ;  $SE\frac{1}{4}$  of the  $NW\frac{1}{4}$ ;  $E\frac{1}{2}$  of the  $SW\frac{1}{4}$

Section 27:  $E\frac{1}{2}$  of the  $NW\frac{1}{4}$ ;  $NE\frac{1}{4}$  of the  $SW\frac{1}{4}$ ;  $NW\frac{1}{4}$  of the  $SE\frac{1}{4}$

EXCEPTING THEREFROM an undivided one-half interest in and to all oil, gas and mineral rights, as reserved in deed from Katherine Frandsen and the Estate of Frank M. Frandsen, Deceased, recorded in Book 169, Page 352, Real Estate Records, White Pine County, Nevada.

PARCEL 3:

TOWNSHIP 17 NORTH, RANGE 54 EAST, M.D.B. & M.

Section 1:  $NW\frac{1}{4}$  of the  $SW\frac{1}{4}$

PARCEL 4:

TOWNSHIP 19 NORTH, RANGE 55 EAST, M.D.B. & M.

Section 15:  $W\frac{1}{2}$

Section 22: All

TOWNSHIP 18 NORTH, RANGE 54 EAST, M.D.B. & M.

Section 25:  $NE\frac{1}{4}$  of the  $NE\frac{1}{4}$   
 $NW\frac{1}{4}$  of the  $NE\frac{1}{4}$

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Continued. . . .



EXHIBIT A

Federal Range Lands and Improvements Thereon

In addition to the lands described above Trustor holds Class 1 permit from the United States under the Taylor Grazing Act on 63,000 acres of Federal range.

It is the intent of the Trustor and the Beneficiary that said ranch unit shall constitute the security for the note described herein and in order to include said Federal range and the improvements thereon as a part of the security, Trustor hereby agrees with the Beneficiary, with respect to said Federal range and the improvements thereon, as follows:

- (a) The Trustor shall keep all such permits in full force and effect by paying all sums due thereunder, complying with the terms and conditions thereof and laws, rules and regulations applicable thereto, and apply for all renewals and extensions thereof until the note secured hereby is paid. In default thereof, the Beneficiary may at its option, declare the entire balance of the Deed of Trust debt immediately due and payable and foreclose this Deed of Trust and any collateral assignments of leases or may remedy any such default and pay any sums due on account of said permits and all such sums shall be immediately due and payable and shall, with interest at the rate of Twelve (12) percent per annum from date of payment until repaid by Trustor, be secured hereby.
- (b) Upon default in the payment of any part of the indebtedness secured hereby, whether principal or interest, or if default be made in any conditions, stipulation or covenant in this Deed of Trust, then the Beneficiary shall have the same rights with respect to such Federal range and the authorized improvements thereon as are provided herein with respect to the land described above. Upon foreclosure and sale of the lands described above, title to the improvements on the Federal range, together with Trustor's right to be paid the reasonable value thereof shall pass free of all encumbrances to the purchaser at such sale, and the Beneficiary is hereby authorized to then execute, in behalf of Trustor, a bill of sale for such improvements and a waiver of Trustor's right to be paid the reasonable value thereof.

For the purpose of expediting the recording thereof, this Deed of Trust is executed in five counterparts, each of which is deemed an Original Deed of Trust and may be recorded as such.

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63169

RECORDED AT THE REQUEST OF EVANS & BILYEU  
on JUNE 23, 19 77, at 05 mins. past 11 A.M. in  
Book 60 of OFFICIAL RECORDS, page 17-30, RECORDS OF  
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder  
File No. 63169 Fee \$ 16.00

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