

DEED OF TRUST

THIS DEED OF TRUST, made this 31st day of May, 1977, by and between GREGORY FOX and VICTORIA FOX, his wife, as Trustors, and JACK E. HULL, as Trustee, and EARL EDGAR and DELORES EDGAR, his wife, as joint tenants with right of survivorship, Beneficiaries;

W I T N E S S E T H:

That Trustors hereby grant, transfer and assign to the Trustee in trust, with power of sale, all of the following described real property situate in the County of Eureka, State of Nevada, more particularly described as follows, to-wit:

TOWNSHIP 31 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 31: W1/2 of the E1/2

Together with all buildings and improvements situate thereon.

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

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

ONE: Payment of an indebtedness evidenced by a certain Promissory Note dated May 4, 1977, in the principal amount of \$5,100.00, with the interest thereon, expenses, attorney fees and other payments therein provided, executed and delivered by the Trustors, payable to the Beneficiaries 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 Beneficiaries.

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

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

1. The following covenants, No. 1, 2-, 3, 4 (7%), 5, 6 (which covenant is deemed to include and apply to all conditions, covenants and agreements contained herein in addition to those adopted by reference, and to any and all defaults or deficiency in performance of this Deed of Trust), 7 (reasonable), and 8 and 9 of N.R.S. 107.030, are hereby adopted and made a part of this Deed of Trust.

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

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VAUGHAN, HULL, MARFISI & MILLER, LTD.
ATTORNEYS AND COUNSELORS
530 IDAHO STREET
ELKO, NEVADA 89801

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

4. In case of condemnation of the property subject hereto, or any part thereof, by paramount authority, all of any condemnation award to which the Trustors shall be entitled less costs and expenses of litigation is hereby assigned by the Trustors to the Beneficiaries, who are hereby authorized to receive and receipt for the same and apply such proceeds as received toward the payment of the indebtedness hereby secured, whether due or not.

5. Any notices to be given Trustors shall be given by registered or certified mail to Trustors at the address set forth near the signatures in this Deed of Trust or at such substitute address as Trustors designate in writing duly delivered to Beneficiaries and 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 Trustors, 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 Trustors.

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 Trustor 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 Trustors.

8. The Trustors shall properly care for, protect and keep the property and any improvements thereon in at least the same state and condition of repair and order as it is on the date of the execution of this Deed of Trust, and not remove, damage or demolish any improvements on the property unless the Beneficiary gives prior consent thereto or the building or improvement is immediately replaced with one of equal or more value.

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

Grantors' Address:

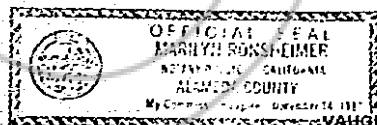
P. O. Box 4782

Gregory Fox
GREGORY FOX

Victoria Fox
VICTORIA FOX

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) SS.

On May 31, 1977, personally appeared before me, a Notary Public, GREGORY FOX and VICTORIA FOX, who acknowledged to me that they executed the above instrument.



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Marilyn Konsheimer
NOTARY PUBLIC
Marilyn Konsheimer

VAUGHAN, HULL, MARFISI & MILLER, LTD.
ATTORNEYS AND COUNSELORS
880 IDAHO STREET
ELKO, NEVADA 89801

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RECORDED AT THE REQUEST OF Earl Edgar
on July 5, 19 77, at 02 mrs. post. 8 A.M. In
Book 60 of OFFICIAL RECORDS, page 89-91, RECORDS OF
EUREKA COUNTY, NEVADA: WILLIS A. DePAOLI Recorder
File No. 63199 Fee \$ 5.00

63199

104964

15.00 104964
RECORDED AT REQUEST OF
Steamer Limestone
77 JUN 14 P2:02

248 50
RECORDED BY PG.
JERRY D. REYNOLDS
ELKO CO. RECORDER

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