

TRUST DEED

This deed of trust made on this 3rd day of January, 1979, by and between EDDIE M. MAUZY and JANET E. MAUZY, his wife, of 1928 East Fairfield, City of Mesa, County of State of Arizona, as Trustor, GEORGE G. HOLDEN, of P.O. Box 448, City of Battle Mountain, County of Lander, State of Nevada, as Trustee, and JAMES W. EDGAR and EVELYN A. EDGAR, his wife, of P.O. Box 37, City of Kirtland, State of New Mexico, as Beneficiary,

W I T N E S S E T H:

That Trustor hereby grants, conveys, and confirms unto Trustee, in trust with power of sale, the real property situate in the City of Crescent Valley, County of Eureka, State of Nevada, described as follows:

Block 9, Lot 14 and Block 33, Lot 3, of CRESENT VALLEY RANCH & FARMS, UNIT NO. 1, as per map recorded in the County of Eureka, State of Nevada, as file No. 34083.

Block 2, Lot 13, CRESENT VALLEY RANCH & FARMS, UNIT NO. 1, as shown on the official map filed in the office of the County Recorder of Eureka County, Nevada, on April 6, 1959.

Together with all right, title, interest, and estate in and to one (1) 1976 Sequoia Mobile Home, 24 x 60 feet, Serial No. 23112, situated and located in Crescent Valley, Nevada.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, also all water and water rights, ditch and ditch rights used in connection therewith, all shares of stock evidencing the same, pumping stations, engines, machinery, pipes, ditches, and also all the estate, right, title, and interest, homestead or other

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claim or demand, as well in law as in equity, which Trustor now has or may hereafter acquire of, in, and to the premises or any part thereof, with appurtenances, together with an undivided $\frac{1}{4}$ interest in that certain Contract of Sale and subject mining claims described therein dated the 6th day of September, 1978 between the parties hereto; said claims being the Blue Jay 1, Blue Jay 2 and the Blue Jay 3 in Sections 9 and 16, Township 25N, Range 47E, in the County of Lander State of Nevada.

To have and to hold the same unto Trustee and its successors, on the trusts hereafter expressed, namely, a security for the payment of that certain promissory note of even date herewith in the sum of

This trust deed is intended to and does secure such additional amounts as may be hereafter loaned by beneficiary or its successors or assigns to trustor, and any present or future demands of any kind or nature which beneficiary or its successor may have against trustor, whether created directly or acquired by assignment; whether absolute or contingent, due or not, or otherwise secured or not; or whether existing at the time of the execution of this instrument or arising thereafter; also as security for the payment and performance of every obligation, covenant, promise, or agreement herein or in such such promissory note contained.

The following covenants, numbers 1,2,3,4,5,6,7,8,9, of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this deed of trust, except that the amounts agreed on by the parties to this instrument with respect to the covenants numbers 2 and 4, incorporated by reference, of such trusts and agreements are respectively as follows: Principal sum and ten per cent (10%). Such provisions so incorporated shall have the same force and effect as though speci-

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fically set forth and incorporated verbatim in this deed of trust. In the event of conflict between the provisions on the face of this deed of trust and the covenants adopted by reference, the covenants on the face of this deed of trust shall control.

As additional security, Trustor hereby gives to and confers on beneficiary the right, power, and authority during the continuance of these trusts, to collect the rents, issues, and profits of the property, or of any personal property located thereon; with or without taking possession of the property affected thereby, reserving unto Trustor the right prior to any default by Trustor in payment of any indebtedness secured hereby, or in the performance of any agreement hereunder, to collect and retain such rents, issues, and profits as may accrue and become payable. If breach or default is made in the prompt payment, when due, of any sum secured hereby, or in the performance of any promise contained herein, or in any conveyance under which Trustor claims or derives title, then, and at any time thereafter, beneficiary hereunder may declare all sums secured hereby immediately due and payable, without demand or notice.

Beneficiary may, without notice to or consent of Trustor, extent the time of the payment of any indebtedness secured hereby to any successor in interest of Trustor without discharging Trustor from liability thereon.

Trustor promises to properly care for and keep the property herein described in first-class condition, order, and repair; to care for, protect, and repair all buildings and improvements situated thereon; not to remove or demolish any buildings or other improvements situated thereon; to restore any uninsured building or improvement damaged or destroyed thereon; to complete in a good, workmanlike manner any building or other im-

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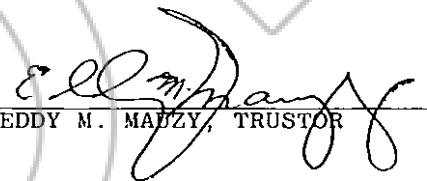
provement which may be constructed thereon, and to pay, when due, all claims for labor performed and for materials furnished therefor; to underpin and support when necessary, any building or other improvement situated thereon, and otherwise to protect and preserve the same.

In the event that any action or proceeding is brought to exercise the right of eminent domain on the property or any part thereof, Trustor agrees to pay to Beneficiary all sums received by him as compensation or damages for the condemnation of the property or any part thereof, and such sums shall be applicable to the payments of the indebtedness secured hereby, whether due or not.


In the event of the transfer of the property and assumption of any indebtedness secured hereby, Trustor agrees to pay to beneficiary a fee of

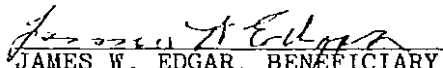
All the provisions of this instrument shall inure to and bind the heirs, devisees, legal representatives, successors and assigns of each party hereto respectively. The rights or remedies granted hereunder or by law shall not be exclusive but shall be concurrent and cumulative.

IN WITNESS WHEREOF we set our hands this 3rd day of January, 1979.


EDDY M. MAUZY, TRUSTOR


JANET E. MAUZY, TRUSTOR


GEORGE G. HOLDEN, TRUSTEE


JAMES W. EDGAR, BENEFICIARY


EVELYN A. EDGAR, BENEFICIARY

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STATE OF ARIZONA)
COUNTY OF *Maricopa*) SS

On this 15th day of January, 1979, personally appeared before me, a Notary Public in and for said County and State, EDDIE M. MAUZY and JANET E. MAUZY, his wife, known to me to be the persons described in and who executed the foregoing instrument who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this Certificate above written.



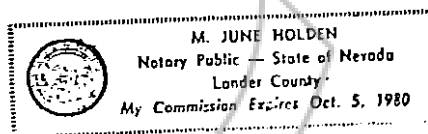
Linda L. Kerner
Notary Public in and for said
County and State.

My Commission Expires May 27, 1979

STATE OF NEVADA)
COUNTY OF LANDER) SS

On this 3rd day of January, 1979, personally appeared before me, a Notary Public in and for said County, GEORGE G. HOLDEN, known to me to be the person described in and who executed the foregoing instrument who acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this Certificate first above written.



M. June Holden
Notary Public in and for said
County and State.

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ATTORNEY AT LAW

BOX 448

BATTLE MOUNTAIN, NEVADA 89820

TELEPHONE 635-5195

STATE OF NEW MEXICO)
 :
 COUNTY OF)

On this 18 day of January, 1979, personally appeared before me, a Notary Public in and for said County, JAMES W. EDGAR and EVELYN A. EDGAR, his wife, known to me to be the persons described in and who executed the foregoing instrument who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this Certificate first above written.

Elmer D. Davidson
 Notary Public in and for said
 County and State.

my comm. exp. Feb 17, 1980

OFFICIAL RECORDS
 LANDER COUNTY
 RECORD REQUESTED BY

George G. Holden

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FEE *8.00* SEP *24*



67764

RECORDED AT THE REQUEST OF George G. Holden
 on February 14, 1979, at 20 mins. past 2 P.M. in
 Book 69 of OFFICIAL RECORDS, page 70-75, RECORDS OF
 EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder
 File No. 67764 Fee \$ 8.00

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GEORGE G. HOLDEN
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