

DEED OF TRUST

THIS DEED OF TRUST made this 3rd day of January, 1979, between ROCKYMOUNTAIN REFRACTORIES and ZANE HUNT hereinafter called "Grantors", and W. J. BUTLER hereinafter called "Trustee", and HEVY MINERALS, INC. hereinafter called "Beneficiary",

W I T N E S S E T H:

WHEREAS, Grantors are indebted to the Beneficiary in the sum of Three Hundred Thousand Dollars (\$300,000.00), lawful money of the United States of America and have agreed to pay Beneficiary the same according to the terms of a certain Mining Services Agreement executed and delivered by Grantors to Beneficiary, which Mining Services Agreement is dated the 22nd day of January, 1979.

NOW, THEREFORE, Grantors, for the purpose of securing the payment of the above referenced indebtedness and any other amounts set forth herein and also of all other monies therein agreed or provided to be paid by Grantors or which may be paid out or advanced by Beneficiary to Trustee under the provisions of this instrument with interest in such case, and for the purpose of securing performance of all obligations of Grantors as set forth in said Mining Services Agreement, grant unto the Trustee all that Grantors' interest in and to that certain Mining Lease dated December 4, 1976 by and between Grantors and Paul Sansinena covering the Lucky Sam and Lone Star mining claims located in Section 12, Township 31, Range 48, Eureka County, 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.

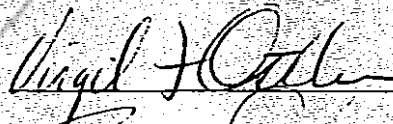
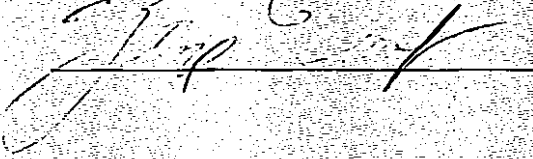
THIS DEED OF TRUST will be and is security for payment in lawful money of the United States of America of any and all additional or future advances or loans which may be made by the Beneficiary to Grantors with respect to the above-described property, and any and all monies that may hereafter become due and payable from Grantors to Beneficiary by virtue of the above-described Mining Services Agreement, and any amounts advanced by Beneficiary hereunder, and shall also be security for any and all renewals of the aforesaid obligations of Grantors to Beneficiary, however evidenced.

Grantors expressly covenant and agree that at all times during the term hereof they will keep and maintain the above-described property in good condition and will not, during the term hereof, undertake any activity with respect to said property which would in any way tend to impair or diminish the value thereof.

Grantors further expressly covenant and agree to pay all reconveyance fees charged by the aforesaid Trustee in connection with undertaking its obligations as set forth herein.

The following covenants, and being Covenants Nos. 1, 3, 4 (10%), 5, 6, 7 (10%), 8 and 9 of Section 107.030 of Nevada Revised Statutes, are hereby made a part of this Deed of Trust.

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

BOOK 69 PAGE 218

THE STATE OF ^{Utah} NEVADA §
COUNTY OF Salt Lake §

On 8th day of February 1979 personally appeared before me, a Notary Public, Virgil F. Ostler, the President of ROCKYMOUNTAIN REFRACTORIES, a Utah corporation, who acknowledged to me that he executed the above instrument for and on behalf of the above corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of February, 1979.



Virgil F. Ostler
Notary Public in and for
Salt Lake County, Nevada ^{Utah}

THE STATE OF ^{Utah} NEVADA §
COUNTY OF Salt Lake §

On 7th day of February 1979 personally appeared before me, a Notary Public, ZANE HUNT who acknowledged to me that he executed the above instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of February, 1979.



Virgil F. Ostler
Notary Public in and for
Salt Lake County, Nevada ^{Utah}

67898

RECORDED AT THE REQUEST OF Oil Base, Inc.
on March 6 1979 at 30 mins. past 10 A.M. In
Book 69 of OFFICIAL RECORDS, page 217-219, RECORDS OF
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder
File No. 67898 Fee \$ 5.00

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