

DEED OF TRUST

THIS DEED OF TRUST, made this 17 day of April, 1979, by and between R.D. BISCHOFF and BETTY JEAN BISCHOFF, his wife, and JOE VAN LITH and IRIS VAN LITH, his wife, as Grantors, and FIRST AMERICAN TITLE COMPANY OF NEVADA, as Trustee, and ED FRIESEN and ELSIE FRIESEN, his wife, as Beneficiary,

W I T N E S S E T H:

That Grantor hereby grants, transfers and assigns 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, towit:

PARCEL I:

TOWNSHIP 31 NORTH, RANGE 48 EAST, MDB&M.

Section 36: E $\frac{1}{2}$ NW $\frac{1}{4}$

PARCEL II:

TOWNSHIP 31 NORTH, RANGE 48 EAST, MDB&M.

Section 36: W $\frac{1}{2}$ NE $\frac{1}{4}$

TOWNSHIP 31 NORTH, RANGE 49 EAST, MDB&M.

Section 4: S $\frac{1}{2}$ SW $\frac{1}{4}$ Section 6: SW $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{2}$ NW $\frac{1}{4}$
Lots 1, 2, 3, 4 and 5
Section 8: N $\frac{1}{2}$; SE $\frac{1}{4}$

EXCEPTING FROM PARCEL II one-half of all oil, gas, mineral and geothermal products as reserved in Deed executed by ED FRIESEN AND ELSIE FRIESEN recorded November 18, 1974 in Book 50 of Official Records at page 293, Eureka County, Nevada.

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

Together with the following:

All buildings; fixtures; corrals; fences; stockwater troughs, tanks and facilities; windmills now on the premises, or any portion thereof; and together with all new or additional buildings, structures, fixtures, fences, corrals and other improvements, which shall be placed on the premises, or any portion thereof, which shall be deemed additional security.

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All springs, wells, waters, water rights, rights to the use of water, dams, ditches, canals, pipelines, reservoirs and all other means for the diversion or use of waters appurtenant to the said property, or any part thereof, or used or enjoyed in connection therewith; and together with all stockwatering rights used or enjoyed in connection with the use of any of said lands, including those on the public domain.

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

ONE: Payment of an indebtedness evidenced by a certain Promissory Note of even date herewith, in the principal amount of \$140,000.00, with the interest thereon, expenses, attorney fees and other payments therein provided, executed and delivered by the grantor payable to the Beneficiary or order, and any and all extensions or renewals thereof.

TWO: Payment of such additional amounts as may be hereafter loaned by the Beneficiary to the Grantor or any successor in interest of the Grantor, with interest thereon, expenses and attorney fees, and any other indebtedness or obligations of the Grantor to the Beneficiary.

THREE: Payment of all other sums with interest thereon becoming due or payable under the provisions hereof to either Trustee or Beneficiary.

FOUR: Payment, performance and discharge of each and every obligation, covenant, promise and agreement of Grantor 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 Beneficiary has the right to record notice that this Deed of Trust is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness

or obligations of the Grantor for which the Beneficiary may claim the Deed of Trust as security.

2. The grantor shall: A) properly care for and keep the property herein described and all buildings, fences, corrals, stock watering facilities, dams, ditches, diversions, wells, pumping equipment, and all other structures, improvements and fixtures now thereon or hereafter placed thereon in at least the condition, order and repair existing on the date of this Deed of Trust, subject to reasonable wear and tear and replacement, substitution or improvement as herein provided; B) not remove or demolish all or any portion of any buildings, fences, corrals, watering troughs, windmills, other fixtures or improvements now situate thereon or hereafter placed thereon unless the same is replaced, improved or substituted therefor by a like item of at least equal value, quality and use; C) not commit or permit any waste of the land, buildings, improvements and fixtures on said premises; D) farm, maintain and irrigate the meadow and pasture areas of the premises for which water rights exist in at least the same husbandmanlike manner as was being applied thereto prior to the date of this Deed of Trust; E) properly maintain, put to beneficial use and utilize all wells and water rights appurtenant to or used in connection with any portion of the premises as of the date of this Deed of Trust so as not to allow any water rights to be jeopardized, diminished or lost; F) graze and manage the grazing areas of the lands subject to this Deed of Trust in the manner recognized as good range management in the grazing unit or area in which the lands subject hereto are located; G) apply for active use and utilize or take non-use of all rights, privileges, preferences, demands, licenses, permits and leases to graze livestock upon the public lands based upon all or any portion of the lands subject to this Deed of Trust and to do all other things reasonably necessary to prevent the loss of, or permanent reduction in such grazing rights, privileges, preferences, demands, licenses, permits and leases through the acts or omissions of Grantor. The

Grantor shall not do nor permit to be done, by act or omission, anything which shall impair, lessen, diminish, devalue or deplete the security hereby given.

3. The following covenants, Nos. 1, 2 - (\$60,000.00), 3, 4 - (10%), 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.

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

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

6. In case of condemnation of the property subject hereto, or any part thereof, by paramount authority, all of any condemnation award to which the Grantor shall be entitled less costs and expenses of litigation is hereby assigned by the Grantor to the Beneficiary, who is 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.

7. Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these trusts, to collect the rents, issues and profits of the property, RESERVING UNTO GRANTOR, HOWEVER, the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time with or without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby

secured, enter upon and take possession of said property or any part thereof, in the Beneficiary's own name sue for or otherwise collect such rents, issues and profits, (including those past due and unpaid), and apply the same less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

8. If default be made in the payment of the obligations, note or debt secured hereby or in the performance of any of the terms, conditions or covenants of this Deed of Trust, or the payment of any sum payable hereunder, or upon the occurrence of any act or event of default hereunder, and such default is not cured within 35 days after written notice of default and of election to sell said property given in the manner provided by N.R.S. 107.080 as in effect on the date of this Deed of Trust, Beneficiary may declare all notes, debts and sums secured hereby or payable hereunder immediately due and payable although the date of maturity has not arrived.

9. The Promissory Note secured by this Deed of Trust is made a part hereof as if fully herein set out.

10. The commencement of any proceeding under the bankruptcy or insolvency laws by or against any of the Grantors, or against any of the Makers of the Note secured hereby; or the appointment of a receiver for any of the assets of any Grantor hereof or any Maker of the Note secured hereby; or the making by any of the Grantors or any Maker of the Note secured hereby of a general assignment for the benefit of creditors, shall constitute a default under this Deed of Trust.

11. Default under any other Deed of Trust, mortgage, contract, or other instrument, which is, or which creates, a lien,

encumbrance, charge or interest of any nature on or in any of the property subject hereto having priority over any lien, right or interest created or existing under this Deed of Trust, or failure to pay or discharge when due any obligation which is secured by, or which constitutes a lien, encumbrance, charge or interest of any nature on or in any property subject hereto having priority over any lien, right or interest created or existing under this Deed of Trust, whether such obligation or the lien thereof is created by writing or otherwise, shall constitute a default under this Deed of Trust.

12. To the extent permitted by the laws of the State of Nevada, Grantor agrees to pay any deficiency arising from any cause after application of the proceeds of any sale held in accordance with the provisions hereof and agrees to pay all costs and reasonable attorney's fees incurred in any action brought to collect said deficiency.

13. Any notices to be given Grantor shall be given by registered or certified mail to Grantor at the address set forth near the signatures on this Deed of Trust or at such substitute address as Grantor may designate in writing duly delivered to Beneficiary to 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 Grantor for all purposes in connection with said Deed of Trust, including, but not limited to, giving of notices permitted or required by statute to be mailed to Grantor.

14. The rights and remedies herein granted shall not exclude any other rights or remedies granted by law, and all rights or remedies granted hereunder, or permitted by law, shall be concurrent and cumulative.

15. 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 Grantor hereunder shall be joint and several. The word "Grantor" 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.

16. It is expressly agreed that the trusts created hereby are irrevocable by the Grantor.

17. The Grantor hereby covenants and agrees that neither the acceptance nor existence, now or hereafter, of other security for the indebtedness secured hereby, or the full or partial release or discharge hereof, shall operate as a waiver of the security of this Deed of Trust, nor shall this Deed of Trust nor its satisfaction nor reconveyance made hereunder operate as a waiver of any such other security now held or hereafter acquired.

18. At any time or from time to time, without liability therefor and without notice, on written request to beneficiary and presentation of this Trust Deed and such Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: Reconvey all or any part of the property herein described; consent to the making of any map or plat thereof; join in granting any easement thereon; or joint in any extension agreement or any agreement subordinating this Deed of Trust to subsequent liens, encumbrances or charges.

19. In the event this property is sold by the Grantors or their successors in interest to anyone other than the families of R.D. BISCHOFF or JOE VAN LITH the Promissory Note which this Deed of Trust secures shall accelerate and become immediately due and payable.

IN WITNESS WHEREOF, the Grantor has executed these presents the day and year first above written.

GRANTOR'S ADDRESS:

1200 N. Maple
Boise, ID. 83704

R.D. Bischoff
R.D. BISCHOFF

Betty Jean Bischoff
BETTY JEAN BISCHOFF

Joe Van Lith
JOE VAN LITH

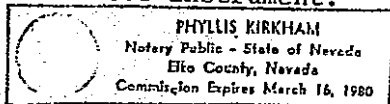
IRIS VAN LITH
IRIS VAN LITH

STATE OF NEVADA

COUNTY OF ELKO

SS.

On this 17 day of April, 1979,
personally appeared before me, a Notary Public, R.D. BISCHOFF and
~~BETTY JEAN BISCHOFF, his wife,~~ who acknowledged that they executed
the above instrument.



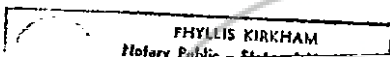
Phyllis Kirkham
NOTARY PUBLIC

STATE OF NEVADA

COUNTY OF ELKO

SS.

On this 17 day of April, 1979,
personally appeared before me, a Notary Public, JOE VAN LITH and
~~IRIS VAN LITH, his wife,~~ who acknowledged that they executed the
above instrument.



Phyllis Kirkham

STATE OF ~~NEVADA~~ Nevada

COUNTY OF ~~ELKO~~ Elko

On April 17, 1979 before me, the undersigned, a Notary Public in and for
said State, personally appeared JOE VAN LITH

known to me to be the person whose name is subscribed to the within instrument as the Attorney in Fact of
IRIS VAN LITH

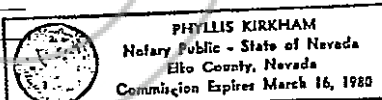
and acknowledged that IRIS VAN LITH
he subscribed the name of

thereto as principal S and his

own name as Attorney in Fact.

WITNESS my hand and official seal.

Signature Phyllis Kirkham



STATE OF ~~NEVADA~~ Nevada

COUNTY OF ~~ELKO~~ Elko

On April 17, 1979 before me, the undersigned, a Notary Public in and for
said State, personally appeared R. D. BISCHOFF

known to me to be the person whose name is subscribed to the within instrument as the Attorney in Fact of
BETTY JEAN BISCHOFF

and acknowledged that BETTY JEAN BISCHOFF
he subscribed the name of

thereto as principal S and HIS

own name as Attorney in Fact.

WITNESS my hand and official seal.

Signature Phyllis Kirkham



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(This area for official notarial seal)

68100

RECORDED AT THE REQUEST OF First American Title Co. of NV
on April 18, 1979, at 351 p.m. part 11 A.M.
Book 69 of OFFICIAL RECORDS, page 585-592, RECORDS OF
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder
File No. 68100 Fee \$ 10.00