

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 20<sup>th</sup> day of April, 1979, by and between KENNETH F. BENSON and PATTI E. BENSON, his wife, of Eureka County, State of Nevada, hereinafter called Trustors; and FIRST NATIONAL BANK OF NEVADA, hereinafter called Trustee; and MAX D. ALLEN and MARY A. ALLEN, his wife, as Joint Tenants with the right of survivorship, of the County of Elko, State of Nevada, hereinafter called Beneficiaries;

W I T N E S S E T H:

THAT WHEREAS, the Trustors are indebted to the Beneficiaries in the sum of SIXTY-FOUR THOUSAND (\$64,000.00) DOLLARS, lawful, current money of the United States of America, and have agreed to pay the sum according to the terms and tenor of a certain Promissory Note of even date herewith and made, executed and delivered by the Trustors to the Beneficiaries, which Note is in the principal sum of \$45,440.00 lawful money of the United States of America, with interest to accrue thereon at the rate of nine (9%) percent 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 Trustors, or which may be paid out, or advanced by the said Beneficiaries or Trustee under the provisions of this instrument, 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 Trustee, its successors and assigns, all that certain real property situate in the County of Elko, State of Nevada, more particularly described as follows:

TOWNSHIP 21 NORTH RANGE 53 EAST M.D.B.&M.

Section 16: NW 1/4

TOGETHER WITH all buildings and improvements situate thereon.

TOGETHER WITH all water, water rights, right to the use of water, dams, ditches, canals, pipelines, reservoirs, wells, and all other means for the diversion or use of water appurtenant to the said property, or any part thereof.

TOGETHER WITH all existing easements and rights of way benefiting the above-described real property, including, but not limited, to all easements and rights of way for ingress and egress to said property.

SUBJECT TO ALL road and utility easements and any and all other easements and rights of way of record.

EXCEPTING THEREFROM all oil, gas, potash and sodium in said land as reserved in Patent from the United States of America, recorded October 3, 1963, in Book 27, Page 43, Deed Records, Eureka County, Nevada.

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

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 therein mentioned.

Being in trust, nevertheless, for the benefit and security of the Beneficiaries herein named, and the holder or holders 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 Beneficiaries, as well as security for the renewal or renewals of said Note, or the debt evidenced hereby.

The following covenants: One; Three; Four (9%); Five; Six; Seven (reasonable); 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 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 Beneficiary, or his heirs, executors, administrators and assigns, to the Trustors, or any successor in interest of the Trustors, and any other indebtedness of the Trustors, and any present or future demands of any kind or nature which the Beneficiary or his heirs, executors, administrators and assigns, may have against the Trustors, whether absolute or contingent; whether due or not, or whether otherwise secured or not, or whether arising thereafter, also as security for the payment and performance of every obligation, covenant, promise or agreement herein, or in said Note contained.

It is further covenanted and agreed that any breach in the performance of any of the covenants contained herein or adopted by reference, other than the payment of the Promissory Note for which this Deed of Trust is security,

and which breach shall continue for a period of thirty days after notice without being corrected or remedied, shall authorize the Beneficiaries, at their option, to declare the entire amount of the unpaid principal and accrued interest immediately due and payable.

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.

All the provisions of this instrument shall inure to the benefit of and bind the heirs, executors, administrators and assigns of each party hereto respectively as the context permits.

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, or a reconveyance made thereunder operate as a waiver of any such other security now held or hereafter acquired.

All covenants and agreements contained herein, or by reference made a part hereof, shall be binding upon the heirs, executors, administrators and assigns of the 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.

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

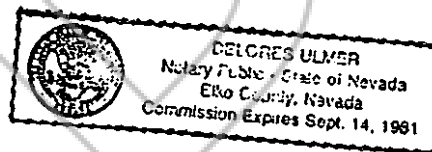
Kenneth F. Benson  
KENNETH F. BENSON

Patti E. Benson  
PATTI E. BENSON

STATE OF Nevada )  
COUNTY OF Elko ) SS.

On this 20<sup>th</sup> day of April, 1979, personally  
appeared before me, a Notary Public, KENNETH F. BENSON and  
PATTI E. BENSON, his wife, who acknowledged that they executed  
the foregoing instrument.

Delores Ulmer  
NOTARY PUBLIC



68155

RECORDED AT THE REQUEST OF Frontier Title Company  
on April 23, 1979 at 02 mins. past 11 A.M. in  
Book 70 of OFFICIAL RECORDS, page 101-105, RECORDS OF  
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI, Recorder  
File No. 68155 Fee \$ 7.00

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