

DEED OF TRUST

*See Book 71, Page 469 for
Request For Notice of Discharge Sale*

THIS DEED OF TRUST, made as of the 1st day of April, 1979, by and between FRED L. ETCHEGARAY and JOHN J. ETCHEGARAY, of Box 292, Eureka, Nevada, hereinafter called Trustors, and FRONTIER TITLE COMPANY, hereinafter called Trustee; and JAMES A. MONCUR and MARGARET MONCUR, his wife, of Box 45, Ririe, Idaho, and LEO PARKER and LOIS MAE PARKER, his wife, of Box 26, Ririe, Idaho, 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 that certain real property situate in the County of Eureka, State of Nevada, more particularly described as follows, to-wit:

See Exhibit A attached hereto and incorporated herein by reference.

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 \$68,160.00, with 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.

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

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

FOUR: Payment, performance and discharge of each and every obligation, covenant, promise and agreement of Trustors 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 Beneficiaries have 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 Trustors for which the Beneficiaries may claim the Deed of Trust as security.

2. The Trustors shall: 1) 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 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; 2) 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; 3) not commit or permit any waste of the land, buildings, improvements and fixtures on said premises; 4) farm, maintain and irrigate the meadow and

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pasture areas of the premises for which water rights exist in at least the same husbandlike manner as was being applied thereto prior to the date of this Deed of Trust; 5) 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; 6) graze and manage the grazing areas of the lands subject to this Deed of Trust if any, or hereafter acquired, in the manner recognized as good range management in the grazing unit or area in which the lands subject hereto are located.

3. The following covenants, Nos. 1, 2 (\$ -0-), 3, 4, (9 1/2%), 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), 8 and 9 of Nevada Revised Statutes 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 Beneficiaries and any persons authorized by the Beneficiaries 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 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 to-

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ward the payment of the indebtedness hereby secured, whether due or not.

7. Trustors hereby give to and confer upon Beneficiaries the right, power and authority, during the continuance of these trusts, to collect the rents, issues and profits of the property, RESERVING UNTO TRUSTORS, HOWEVER, the right, prior to any default by Trustors 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, Beneficiaries 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 Beneficiaries 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 Beneficiaries 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, 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 30 days after written notice of default and of election to sell said property given in the manner provided by Nevada Revised Statutes

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107.080 as in effect on the date of this Deed of Trust, Beneficiaries 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 Trustors, or against any of the makers of the Note secured hereby; or the appointment of a receiver for any of the assets of any Trustors hereof or any maker of the Note secured hereby; or the making by any of the Trustors 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 Trustors agree to pay any deficiency arising from any cause after application of the proceeds of any sale held in accordance with the provisions hereof and agree to pay all costs

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and reasonable attorney's fees incurred in any action brought to collect said deficiency.

13. Any notices to be given trustors shall be given by registered or certified mail to Trustors at the address set forth near the signatures on this Deed of Trust or at such substitute address as Trustors may designate in writing duly delivered to Beneficiaries 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 conclusive 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 permitted or required by statute to be mailed to Trustors.

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 obligation of each Trustor hereunder shall be joint and several. The word Trustor 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 Trustors.

17. The Trustors hereby covenant and agree that neither the acceptance nor existence, now or hereafter, of other security for the indebtedness secured hereby, or the full or partial release

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or discharge thereof, 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.

IN WITNESS WHEREOF, the Trustors have executed these presents as of the day and year first hereinabove written.

Fred L. Etchegaray
FRED L. ETCHEGARAY

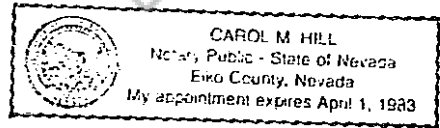
John J. Etchegaray
JOHN J. ETCHEGARAY

P. O. Box 292
Eureka, Nevada 89316

STATE OF NEVADA)
) SS.
COUNTY OF ELKO)

On this _____ day of March, 1979, personally appeared before me, a Notary Public, FRED L. ETCHEGARAY and JOHN J. ETCHEGARAY, who acknowledged that they executed the foregoing instrument.

NOTARY PUBLIC



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LAW OFFICES
EVANS & DILYEU
PROFESSIONAL CENTER
ELKO, NEVADA 89801

TOWNSHIP 22 NORTH, RANGE 54 EAST, M.D.B.&M.

Section 5: Lots 1, 2, 3 and 4; S1/2 N1/2

TOGETHER WITH any and all buildings and improvements situate thereon, including well pumps, motors and panels.

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.

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.

68823

RECORDED AT THE REQUEST OF Frontier Title Company
on August 6, 19 79 at 02 mins. past 8 A.M. in
Book 71 of OFFICIAL RECORDS, page 461-468, RECORDS OF
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder
File No. 68823 Fee \$ 10.00

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LAW OFFICES
EVANS & BILYEU
PROFESSIONAL CENTER
ELKO, NEVADA 89801

Exhibit A