

DEED OF TRUST

THIS DEED OF TRUST, made this 14th day of January, 1980, by and between JAMES E. BAUMANN and VERA L. BAUMANN, husband and wife, as Grantors, and FRONTIER TITLE COMPANY, as Trustee, and WALTER E. BAUMANN and JEANETTE L. BAUMANN, as Beneficiaries;

W I T N E S S E T H:

That Grantors hereby grant, transfer, and assign to the Trustee in trust, with power of sale, all of the following described real property situate in Eureka County, State of Nevada, more particularly described as follows, to-wit:

REAL PROPERTYTOWNSHIP 19 NORTH, RANGE 54 EAST, M.D.B.&M.

Section 5: SW $\frac{1}{4}$ , SW $\frac{1}{4}$   
 Section 8: N $\frac{1}{2}$  of SE $\frac{1}{4}$ ; SE $\frac{1}{4}$  of NW $\frac{1}{4}$ ;  
               SW $\frac{1}{4}$  of NE $\frac{1}{4}$   
 Section 9: NW $\frac{1}{4}$  SW $\frac{1}{4}$ ; S $\frac{1}{2}$  SW $\frac{1}{4}$   
 Section 16: E $\frac{1}{2}$  NW $\frac{1}{4}$ ; NE $\frac{1}{4}$  SW $\frac{1}{4}$ ;  
               W $\frac{1}{2}$  SE $\frac{1}{4}$ ; SE $\frac{1}{4}$  SE $\frac{1}{4}$

EXCEPTING from Sections 5, 8 and 9 the following right of way, 20 feet in width, over and across the SW $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 5; N $\frac{1}{2}$  NW $\frac{1}{4}$ , SW $\frac{1}{4}$  NE $\frac{1}{4}$  and NE $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 8; NW $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 9, all of Township 19 North, Range 54 East, M.D.B.&M., for pole lines, conduits, underground cables and incidental purposes, as granted to the Bell Telephone Company of Nevada, in Right of Way recorded February 13, 1948, in Book 23, Page 236, File No. 27148 of Deeds, Eureka County, Nevada.

TOWNSHIP 20 NORTH, RANGE 54 EAST, M.D.B.&M.

Section 30: SE $\frac{1}{4}$  SW $\frac{1}{4}$ ; SW $\frac{1}{4}$  SE $\frac{1}{4}$   
 Section 31: Lots 2 and 3; Lot 6: NW $\frac{1}{4}$  NE $\frac{1}{4}$   
 Section 32: SW $\frac{1}{4}$  NW $\frac{1}{4}$ ; NE $\frac{1}{4}$  SW $\frac{1}{4}$   
 Section 33: N $\frac{1}{2}$  SW $\frac{1}{4}$

It is the intention of the Sellers herein to sell and convey to the Buyers all of the real property and appurtenant rights comprising the Hunter Ranch situated in the County of Eureka, State of Nevada, whether the same is hereinabove accurately described or not.

TOGETHER WITH all buildings, improvements and appurtenances situate thereon, together with all machinery and equipment used in connection therewith.

TOGETHER WITH all 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 such lands,

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including those on the public domain, and including the following:

Poison Canyon Spring	State Certificate No. 1057
Dry Canyon Spring	State Certificate No. 1058
Simpson Creek	State Certificate No. 1951
DePaoli Creek Spring	State Certificate No. 1952
Simpson #2 Spring	State Certificate No. 2810

Simpson Spring #1  
Wood Trough Spring  
Green Canyon Spring  
Eureka Canyon Spring  
Bonnatt Spring  
Cottonwood Spring  
Ditch Canyon  
Four-Eyed Nick Spring  
Rose Spring  
Mud Spring  
Rocky Knowl Spring

TOGETHER WITH all oil, gas and mineral rights appurtenant to the subject real property owned by the Sellers.

TOGETHER WITH all range rights, including forest rights, if any, grazing rights and grazing permits, and in particular without limitation thereto, all rights owned by the Sellers to graze livestock on the public domain under which is known as the Taylor Grazing Act, used or enjoyed in connection with any range rights and grazing rights, including rights to graze livestock on the public domain under permits granted by the Bureau of Land Management of the United States Department of the Interior which may be hereafter acquired, and which may be attached to or used in connection with any of the above-described real property.

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 the same unto the said Trustee and its successors, in trust, to secure the performance of the following obligations and payments of the following debts:

ONE: Payment of an indebtedness evidenced by a certain Promissory Note dated December 28, 1979, in the principal amount of \$146,500.00, with interest thereon, expenses, attorney fees and other payments therein provided, executed and delivered by the Grantors payable to the Beneficiaries or order, and any and all extensions or renewals thereof, which Note is made a part hereof.

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

THREE: Payment, performance, and discharge of each and every obligation, covenant, promise and agreement of Grantors 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.

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To protect the security of this Deed of Trust, it is agreed as follows:

1. The following covenants, Nos. 1, 2 (\$146,500.00), 3, 4 (6%), 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 N.R.S.107.030, are hereby adopted and made a part of this Deed of Trust.

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

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

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

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

6. 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.

7. It is expressly agreed that the trusts created hereby are irrevocable by the Grantors.

8. Said Grantors hereby covenant and agree that they will operate the ranch premises according to dictates of good husbandry, as defined by ranch practice in the area in which the ranch is located; that they will apply the water rights to beneficial use, all to the end that the same will not be lost by abandonment or forfeiture, that they will apply for and use the grazing and forest rights, or if not used, they will apply for proper non-use, all to the end that the same will not be terminated by the Bureau of Land Management and the Forest Service; and that they will maintain the premises in as good condition as they are now in, reasonable wear and tear excepted.

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

  
JAMES E. BAUMANN

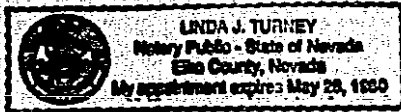
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Vera L. Baumann  
VERA L. BAUMANN

STATE OF NEVADA )  
 ) ss.  
COUNTY OF ELKO )

On this 14th day of January, 1980, personally  
appeared before me, a Notary Public, JAMES E. BAUMANN and VERA L.  
BAUMANN, who acknowledged to me that they executed the above instrument.



Linda J. Turney  
NOTARY PUBLIC

RECORDED AT THE REQUEST OF VERA L. BAUMANN  
ON JANUARY 15, 19 80, at 06 mins. past 3 P.M. In  
Book 78 of OFFICIAL RECORDS, page 197-200 RECORDS OF  
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder  
File No. 72165 Fee \$ 6.00

72165

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