

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 3rd day of June, 1980, by and between PHILLIP C. GANS, as Trustee of the HONGARY-TAYLOR EXCHANGE TRUST, under that certain Trust Agreement dated May 15, 1980, of Box 7240, Denver, Colorado 80207, Trustor; FRONTIER TITLE COMPANY, Elko, Nevada, Trustee; and D V CORPORATION, a Nevada Corporation, of Box 331, Eureka, Nevada, 89316, Beneficiary;

W I T N E S S E T H:

THAT WHEREAS, the Trustor is indebted to the Beneficiary in the sum of THREE HUNDRED NINETY THOUSAND and No/100 (\$390,000.00) DOLLARS, lawful, current money of the United States of America, and has agreed to pay the same according to the terms and tenor of a certain Promissory Note of even date herewith and made, executed and delivered by the Trustor to the Beneficiary, which Note is in the principal sum of \$390,000.00 lawful money of the United States of America, without interest.

NOW, THEREFORE, the said Trustor, 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 Trustor, or which may be paid out, or advanced by the said Beneficiary 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, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell unto the Trustee, its successors and assigns, all that certain real property situate in the County of Eureka, State of Nevada, more particularly described as follows:

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

Section 9: All *du*

TOGETHER WITH any and 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 mineral rights, oil or gas owned by the First Party herein lying on, in or over the above described real property.

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.

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 Beneficiary 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 Trustor to said Beneficiary, as well as security for the renewal or renewals of said Note, or the debt evidenced hereby.

The following covenants: One; Two (     -0-     ); Three; Four (0%); 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 Trustor promises 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 con-

structed 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 its successors and assigns, to the Trustor, or any successor in interest of the Trustor, and any other indebtedness of the Trustor, and any present or future demands of any kind or nature which the Beneficiary or its successors and assigns, may have against the Trustor, 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 Beneficiary, at its option, to declare the entire amount of the unpaid principal 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.

Said Trustor, in consideration of the premises, does 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 Trustor, 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 Trustor.

IN WITNESS WHEREOF, the Trustor has hereunto set his hand as of the day and year first hereinabove written.

*Phillip C. Gans, Trustee*  
 PHILLIP C. GANS, as Trustee of  
 the DONGARY-TAYLOR EXCHANGE TRUST

STATE OF COLORADO )  
 ) SS.  
 COUNTY OF )

On this 3 day of June, 1980, personally appeared before me, a Notary Public, PHILLIP C. GANS, as Trustee of the DONGARY-TAYLOR EXCHANGE TRUST, who acknowledged that he executed the foregoing instrument.

RECORDED AT REQUEST OF  
 FRONTIER TITLE COMPANY  
 BOOK 81 PAGE 597

*W. Depina*  
 NOTARY PUBLIC  
 My com. expires Aug 15, 1982



80 JUN 16 P 1:31

OFFICIAL RECORDS  
 EUREKA COUNTY, NEVADA  
 WILLIS A. DEADLI-RECORDER  
 FILE NO. 20980  
 FEES 6.00