

DEED OF TRUST

THIS DEED OF TRUST, made this 8th day of September 1980, by and between COMSTOCK TUNNEL AND DRAINAGE COMPANY, a Delaware corporation, hereinafter called "Grantor," and FRONTIER TITLE COMPANY, as Trustee, and HERBERT R. HAWKINS, an unmarried man, hereinafter called "Beneficiary," it being specifically understood that any and all references to the words "Grantor" and "Beneficiary" shall include the masculine, feminine, and neuter genders, and singular and plural, as indicated by the context and number of parties hereto;

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, to-wit:

Lots 1 and 2 of Block 23, of the Town of Eureka, State of Nevada.

EXCEPTING THEREFROM all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, reserved by the UNITED STATES OF AMERICA in Patent recorded December 19, 1947, in Book 23, Page 226, Deed Records, Eureka County, Nevada.

SUBJECT TO any and all exceptions, reservations, restrictions, restrictive covenants, assessments, easements, and rights of way of record.

TOGETHER WITH all improvements situate thereon.

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and 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 September 8 1980, in the principal amount of SIXTY ONE THOUSAND AND 00/100 DOLLARS (\$61,000.00), with 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, 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 Beneficiary.

THREE: 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 following covenants, Nos. 1, 2 (\$61,000.00), 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.

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

3. The Beneficiary and any persons authorized by the Beneficiary 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 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.

5. Any notices to be given Grantor shall be given by registered or certified mail to Grantor at the address set forth near the signature in this Deed of Trust, or at such substitute address as Grantor may designate in writing duly delivered to Beneficiary and 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.


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.

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

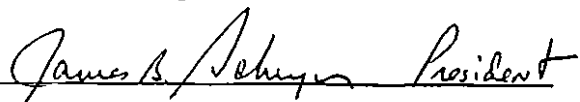
8. The Grantor shall properly care for, protect and keep the property and all landscaping, buildings and improvements thereon in at least the same state and condition of repair and order as it is on the date of the execution of this Deed of Trust, and not remove, damage or demolish any buildings or other improvements on the property unless the Beneficiary gives prior consent thereto, or the building or improvement is immediately replaced with one of equal or more value.

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

ATTEST:


Secretary

COMSTOCK TUNNEL AND DRAINAGE COMPANY,
A Delaware corporation

By:  President

GOICOECHEA, DIGRAZIA & MARVEL
ATTORNEYS AT LAW
BLOHM BUILDING, SUITE 200
FIFTH & IDAHO STREETS - P. O. BOX 1358
ELKO, NEVADA 89801
(702) 738-8091

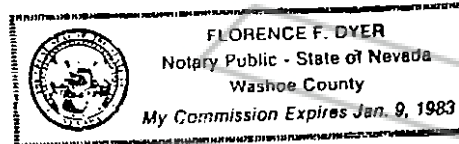
ADDRESS: P.O. Box ~~431~~ 431
Virginia City, NV

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STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 26th day of August, 1980, personally appeared before me, a Notary Public, James B. Schuyler, known to me to be the President of COMSTOCK TUNNEL AND DRAINAGE COMPANY, a Delaware corporation, that executed the within instrument, and known to me to be the person who affixed his name thereto, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Florence F. Dyer
NOTARY PUBLIC



RECORDED AT REQUEST OF
FRONTIER TITLE COMPANY
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80 SEP 8 P 11 38

RECEIVED
CLERK OF DISTRICT COURT
WILLIS A. BERNARD, RECORDER
FILE NO. 76514
FEE \$ 5.00

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GOICOECHEA, DIGRAZIA & MARVEL
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