THIS DEED OF TRUST, made this 20th day of January 19 81 between

EUREKA LTD., a Nevada Limited Partnership, whose address is

herein called TRUSTOR.

(Number and Street)

(City)

FIRST CENTENNIAL TITLE CO. OF NEVADA, a Nevada corporation, hereincalled TRUSTEE, and

CARL RICHARD McCOY, a single man,

herein called BENEFICIARY.

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the County of Eureka, State of Nevada, described as follows:

1

Lot 11 of Block 22 of Town of Eureka, County 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 in and under said land reserved by the United States of America, in Patent recorded December 19, 1947, in Book 23, Page 226, Deed Records, Eureka County, Nevada.

Together with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, subject, however, to the right of Beneficiary, during any period of default hereunder, and without waiver of such default, to collect said rents, issues and profits by any tawful means, and to apply the same, less costs and expenses of collection, to any indebtedness secured hereby.

For the purpose of securing (1) payment of the sum of \$ 25,037.50 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; and (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this

To protect the security of this Deed of Trust, Trustor agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (16) inclusive of the Deed of Trust recorded in the Book and at the page, or document No. of Official Records in the Office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz.:

COUNTY	DOCUMENT No.	BOOK PAGE	COUNTY	DOCUMENT NO.	BOOK	PAGE		COUNTY	DOCUMENT No.	800K	PAGE
Ctark	413987	514	Hambold1	116986	3	I)	100	Ormsbr	72637	19	102
Charchill	164132	34 mtgs. 591	Lander	41172	376	158	1	Persking	57488	28	68
Douglas	24495	22 415	ž incota	41292	0 migu.	467	-C	Storey	28578	R migs.	112
Elbo	14835	43 343	Lyon	88488	31 mtgs.	449	*No.	Washoe	407205	734 Tr. Deed	221
Esmeraida	78291	3H Ceeds 135-141	Mistral	76648	16 migs.	534-537	** ₁	Wate Fine	128125		141-144
Caraha	39502	3 283	Nyo	47157	67	163	76.				

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as Ihough set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

Beneficiary or the collection agent appointed by Beneficiary may charge a fee of not to exceed \$25.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby.

The parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be in an amount equal to the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust, and with respect to attorney's fees provided for by covenant 7 the percentage shall be a reasonable percentage.

This Deed of Trust is subject, however, to that certain Deed of Trust recorded June 10, 1980, as File No. 73933, Official Records, Eureka County, Nevada.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

STATE OF NEVADA

COUNTY OF WASHOE

SIGNATURE OF TRUSTOR

EUREKA LTD.,

On January 20th, 1981 personally appeared before me, a Notary Public.

NANCY E. KUHNS

who acknowledged that She executed the above instrument

who acknowledged that <u>she</u> executed the above instrumen on behalf of Eureka Ltd.

Malene Kell NOTARY PUBLIC

MARLENE KELLY
Notary Public - State of Nevada
Washoe County
My Commission Expires Jan. 31, 1953

LAW OFFICES OF HENDERSON, NELSON & MOSCHETTI SECOND FLOOR 560 E. PLUMB LANE 1 Jg RENO NEVADA 89502 BEGIN TO NOT RECUEST OF THE PROPERTY OF THE PR

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