

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 14th day of January, 1981, by and between GARY G. GARAVENTA and MELODY I. GARAVENTA, husband and wife, of P.O. Box 65, Eureka, State of Nevada, hereinafter called "Grantor", and FRONTIER TITLE COMPANY of Ely, State of Nevada, hereinafter called the "Trustee", and JOHN P. LOFTUS and DONAJEAN LOFTUS, husband and wife, of 4320 Schlindler Road, Fallon, State of Nevada, hereinafter called the "Beneficiary";

WITNESSETH:

The Grantor hereby grants, bargains, sells and conveys to the Trustee for the purpose of securing performance of the agreements herein, the following described real property, together with the buildings, structures and improvements thereon and everything appurtenant thereto, together with all rents, issues and profits of said premises, situate in the County of Eureka, State of Nevada, to-wit:

Beginning at the SW corner of Lot One, in Block Four of the Eureka Townsite, thence N. 71° 45' E., a distance of 33 ft., thence W. 17° 44' W., a distance of 25 feet, thence S. 71° 45' W., a distance of 33 ft. to the SW corner of Lot Two, Block Four, thence S. 17° 44' E., a distance of 25 feet to the point of beginning.

Beginning at the SW corner of Lot Two, Block Four, of Eureka Townsite, thence N. 71° 45' E., a distance of 33 feet, thence N. 17° 44' E., a distance of 25 feet, thence S. 71° 45' W., a distance of 33 feet, thence S. 17° 44' E., a distance of 25 feet, to the point of beginning.

Beginning at the SW corner of Lot Three in Block Four, of Eureka Townsite, thence N. 71° 45' E., a distance of 33 feet, thence N. 17° 44' W., a distance of 25 feet, thence S. 71° 45' W., a distance of 33 feet to the NE corner of Lot Three, Block Four, thence S. 17° 44' E., a distance of 25 feet to the point of beginning.

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, whether or not of commercial value, reserved by the United States of America in Patent recorded December 29, 1947, in Book 23, Page 226, Deed Records, Eureka County, Nevada.

In trust nevertheless, to secure to the above named Beneficiary, the payment of \$4,260.00, together with interest thereon at Ten Percent (10%) per annum; said interest and principal to be paid according to the terms, conditions and tenor of a Promissory Note made by the Grantor to the Beneficiary for said sum; said Note being of even date herewith; and also to secure the payment of all other moneys herein agreed or provided to be paid by the said Grantor, or which may be paid out or advanced by the Beneficiary or Trustee, whether such payments or advancements are made under the provisions of this instrument or otherwise, with the interest in each case; and also the payment

1 of all advancements or renewals of the aforesaid Note, or any
2 indebtedness secured by this Deed of Trust.

3 TOGETHER WITH ALL AND SINGULAR, the tenements,
4 hereditaments and appurtenances thereunto belonging, or therewith
5 had and enjoyed, and the reversion and reversions, remainder
6 and remainders, rents, issues and profits thereof.

7 TO HAVE AND TO HOLD, the said premises, together
8 with the appurtenances, unto the said Trustee, and to his heirs,
9 successors and assigns for the uses and purposes therein mentioned.

10 THIS DEED OF TRUST shall be security for all indebt-
11 edness not otherwise herein provided for that may hereafter
12 during the continuance of this Deed of Trust be due, owing and
13 existing from the said Grantor to the said Beneficiary.

14 The following covenants, Nos. 1; 2 (Insurance),
15 \$4,260.00 3; 4 (Interest) 10% per annum; 5; 6; 7 (Attorney's
16 Fee) 10%; 8 and 9 of NRS 107.030, are hereby adopted and made
17 a part of this Deed of Trust.

18 Said Grantor, in consideration of the premises,
19 hereby covenants and agrees that neither the acceptance nor
20 existence, now or hereafter, of other security for the indebtedness
21 secured hereby, nor the release thereof, shall operate as a
22 waiver of the security of this Deed of Trust, nor shall this
23 Deed of Trust nor its satisfaction, nor a reconveyance made
24 thereunder, operate as a waiver of any such other security now
25 held or hereafter acquired.

26 Said Grantor further covenants and agrees that
27 he will, during the life of this Deed of Trust, keep the buildings,
28 structures and improvements situate and being upon the above
29 described real property in as good a state of repair as the
30 same now are, and that in the event that the said Grantor makes
31 any alterations or improvements in or upon or to the structures
32 and buildings situate on the above described premises, that
the said Beneficiary shall be protected from any mechanics'
liens of any kind whatsoever either for work and labor done
or performed or materials furnished, and to that end the said
Grantor agrees to file a Notice of Non-Responsibility in accordance
with the requirements of the Statutes of the State of Nevada.
It is further understood and agreed that the breach of either,
any or all of the conditions herein set forth shall be sufficient
ground for the Beneficiary to proceed to foreclose the said
Deed of Trust in accordance with the provisions of the Statutes
of the State of Nevada, as in such cases made and provided.

33 The undersigned Grantor requests that a copy of
34 any Notice of Default and of any Notice of Sale hereunder be
35 mailed to him at his address hereinbefore set forth.

36 The word "Grantor" and the language of this instrument
37 shall, where there is more than one Grantor, be construed as
38 plural, and be binding on all Grantors, and upon his or their
39 heirs, successors, executors, administrators and assigns.

40 IN WITNESS WHEREOF, the said Grantor has hereunto
41 caused the foregoing to be executed the day and year first above
42 written.

43 Gary G. Garaventa
44 Gary G. Garaventa

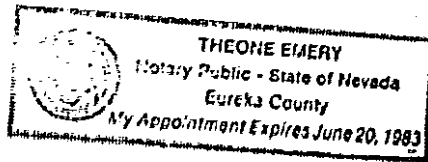
45 Melody I. Garaventa
46 Melody I. Garaventa

C. E. HORTON
ATTORNEY AT LAW
777 AULTMAN STREET
P. O. BOX 1280
ELY, NEVADA 89301
288-4431

1 State of Nevada, }
2 County of Eureka } ss.

3 On February 2, 1981, personally
4 appeared before me GARY G. GARAVENTA and MELODY I. GARAVENTA,
5 husband and wife, who acknowledged that they executed the above
6 instrument.

7 Theone Emery
8 Notary Public



RECORDED AT REQUEST OF
FRONTIER TITLE COMPANY
BOOK 91 PAGE 332

FEB 6 AM 11:50

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
WILLIS A. DEPAOLI, RECORDER
FILE NO. 78808
FEE \$ 5.00

BOOK 91 PAGE 332

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