

DEED OF TRUST

THIS DEED OF TRUST, made this sixth day of March, 1981, by and between JOSEPH JOHN BERRUETA and PATRICIA M. BERRUETA, husband and wife as joint tenants, hereinafter called "Trustor", and SIERRA LAND TITLE CORPORATION, a Nevada corporation, hereinafter called "Trustee", and J. DILLON KNUPP, a married man as his sole and separate property, hereinafter called "Beneficiary",

WITNESSETH:

WHEREAS, the said Trustor is indebted to Beneficiary in the sum of ONE HUNDRED FORTY-TWO THOUSAND DOLLARS (\$142,000.00) in lawful money of the United States, and has agreed to pay the same with interest at the rate of TEN PER CENT (10%) in like lawful money, according to the terms of their Promissory Note of even date herewith, executed and delivered therefor by the said Trustor to the said Beneficiary, which Promissory Note is incorporated by reference herein and made a part hereof.

NOW, THEREFORE, the Trustor in consideration of the foregoing and for the purpose of securing all the covenants and conditions of said Promissory Note, and of this Deed of Trust, has granted, bargained, sold, conveyed, and confirmed, and by these presents does hereby grant, bargain, sell, convey, and confirm unto the Trustee, its successors and assigns, all that certain real property situate in the County of Eureka, State of Nevada, described as more particularly set out in Exhibit "A", attached hereto and by this reference incorporated herein.

TO HAVE AND TO HOLD the said premises, together with all the improvements, tenements, hereditaments, and appurtenances thereto belonging, unto the said Trustee, and to its successors and

assigns, subject only to existing encumbrances of record.

IN AND UPON THE USES AND TRUSTS, HEREINAFTER DECLARED,
that is to say:

1. To permit the said Trustor, their successors and assigns to possess and enjoy said described premises, and to receive the issues and profits thereof until default be made in the payment of any manner of indebtedness hereby secured or in the performance of any of the covenants herein provided; and upon the full payment of said Note and of any extensions or renewals thereof, and the interest thereon, and all moneys advanced or expended, as herein provided, and all other proper costs, charges, commissions, half-commissions, and expenses, to obtain the release and reconveyance in fee unto and at the cost of the said Trustor, their successors and assigns, the said described lands and premises.

2. That the said Trustor will pay all ground rents, taxes, assessments, water rates, insurance and other governmental or municipal charges, fines or impositions, for which provision has not been made hereinbefore, and in default thereof Beneficiary may pay the same.

3. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as herein provided, the amount paid by any insurance company by reason of such damages, pursuant to such contract of insurance, to the extent of the indebtedness upon the Note secured hereby remaining unpaid, is hereby assigned by the Trustor to the Beneficiary.

4. That the Trustor will keep the said premises in as good order and condition as they are now and will not commit or permit any waste of the said premises, reasonable wear and tear excepted.

5. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds and the consideration for such acquisition to the extent of the full amount of indebtedness upon this Deed of Trust and the Note secured hereby remaining unpaid, are hereby assigned by the Trustor to the Beneficiary to be applied by them on account of the unpaid balance of such indebtedness.

6. The following covenants, Nos. 1, 2 (Amount of insurance shall be at least the sum of \$142,000.00), 3, 4 (interest 10%), 5, 6, 7 (counsel fees 10%), 8 and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust.

7. The covenants and conditions herein contained shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties hereto.

8. The Trusts created herein are irrevocable.

IN WITNESS WHEREOF, the said Trustor has hereunto caused the execution of this Deed of Trust the day and year first above written.



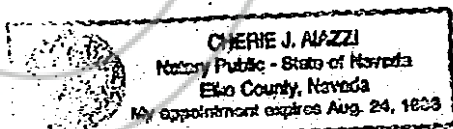
JOSEPH JOHN BERRUETA

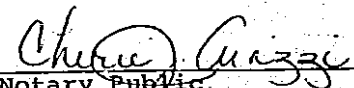


PATRICIA M. BERRUETA

STATE OF NEVADA)
COUNTY OF Elko) ss.

On March 3rd, 1981, personally appeared before me, a Notary Public, JOSEPH JOHN BERRUETA and PATRICIA M. BERRUETA, who acknowledged that they executed the foregoing Deed of Trust.


CHERIE J. AIAZZI
Notary Public - State of Nevada
Elko County, Nevada
My appointment expires Aug. 24, 1983



Notary Public

END

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Escrow No. 15712-EK/VS

EXHIBIT "A"

All that certain real property situate, lying and being in the County of Eureka, State of Nevada, more particularly described as follows:

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

Section 26: E 1/2

Together with all buildings and improvements thereon;

Together with all right, title and interest in and to water rights appurtenant to said lands, particularly any and all right, title and interest by virtue of application Nos. 19329 and 19999 for permission to appropriate the public waters of the State of Nevada, on file in the office of the State Engineer of Nevada;

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.

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RECORDED AT REQUEST OF
Sierra Land Title Corp.
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81 MAR 6 P 1: 55

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
WILLIS A. OLPAGLI-RECORDER
FILE NO. 79112
FEE \$ 6.00

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