

AFTER RECORDING RETURN TO 80333  
FIRST CENTENNIAL TITLE

DEED OF TRUST

THIS DEED OF TRUST, made this 19th day of March, 1981,  
by and between EUREKA LTD., a Nevada Limited Partnership, Trustors,  
FIRST CENTENNIAL TITLE COMPANY OF NEVADA, INC., a Nevada corporation,  
Trustee, and DAVID A. PASTORINO, a single man, Beneficiary.

WITNESSETH:

That Trustor does hereby grant, bargain, sell, convey  
and confirm unto Trustee in trust with power of sale, all  
that certain property in the County of Eureka, State of Nevada,  
more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO.

AND, ALSO, all the estate, interest, homestead or other  
claim, as well in law as in equity, which said Trustor now  
has or may hereafter acquire in and to said property, together  
with all easements and rights of way used in connection  
therewith or as a means of access thereto, and all and  
singular the tenements, hereditaments and appurtenances  
thereunto belonging, or in any wise 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, for the purpose of securing:

Payment of an indebtedness in the sum of \$78,100.00,  
evidenced by a promissory note of even date herewith, with  
interest thereon, according to the terms of said note, which  
note by reference is hereby made a part hereof, executed by  
Trustor and delivered to Beneficiary, and payable to the  
order of Beneficiary, and any and all extensions or renewals  
thereof; payment of such additional sums, with interest  
thereon, as may be hereafter loaned by the Beneficiary to  
Trustor when evidenced by the promissory note or notes of  
Trustor; payment of all other sums with interest thereon  
becoming due and payable under the provisions hereof to  
either Trustee or to Beneficiary, and the performance and  
discharge of each and every obligation, covenant and agreement  
of Trustor herein contained.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: Trustor promises and agrees to pay when due  
all claims for labor performed and materials furnished for  
any construction, alteration or repair upon the above-  
described premises; to comply with all laws affecting said  
property or relating to any alterations or improvements that  
may be made thereon; not to commit or permit waste thereon,  
not to commit, suffer or permit any acts upon said property  
in violation of any law, covenant, condition or restriction  
affecting said property; and to permit Beneficiary to enter  
at all reasonable times for the purposes of inspection.

Pa. 11007 E4

**SECOND:** Trustor covenants to keep all buildings that may now or at any time be on said property during the continuance of this trust in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada, and as may be approved by Beneficiary, for at least such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust or, the maximum full insurable value of such buildings, in the event such maximum insurable value is less than the foregoing, and shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary hereby secured, and to deliver the policy to Beneficiary or to collection agent of Beneficiary, and in default thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such sum or sums as Beneficiary shall deem proper.

**THIRD:** The following covenants Nos. 1, 3, 4 (interest 12%), 5, 6, 7 (counsel fees-a reasonable percentage), 8 and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust.

**FOURTH:** Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

**FIFTH:** The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenants herein adopted by reference.

**SIXTH:** All the provisions of this instrument shall inure to, apply to, and bind the heirs, executors, successors and assigns of the survivor of Beneficiary and shall inure to, apply to, and bind the legal representatives, successors and assigns of each of the other parties hereto, respectively. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

**SEVENTH:** Trustor hereby assigns to the Trustee any and all rents of the above-described premises accruing after default and hereby authorizes Trustee, or a receiver to be appointed on application of Trustee or Beneficiary, without waiving or affecting the right of foreclosure or any other right hereunder, to take possession of the premises at any time after there is a default in the payments of said debt or in the performance of any of the obligations herein contained, and to rent the premises for the account of Trustor. At any Trustee's Sale held hereunder, Trustee shall sell the property herein described as a single unit unless herein otherwise specifically directed and at such sale is hereby authorized to bid for Beneficiary or other absent person.

**EIGHTH:** It is hereby expressly agreed that the trust created hereby is irrevocable by Trustor.

**NINTH:** This deed of trust is executed by Trustor and

accepted by Beneficiary with the understanding and upon the express condition that if Trustor should make default in the performance of any of the covenants and agreements herein set forth, then and in that event the full amount of the principal indebtedness secured hereby shall forthwith be and become wholly due and payable, notwithstanding the fact that the same would not otherwise be due according to the terms of the promissory note secured hereby, and further, that the relationship of landlord and tenant shall exist as between the purchaser of the real property covered hereby upon foreclosure proceedings, and Trustor and its successors in interest may be removed therefrom by any proceeding authorized by law, including an unlawful detainer action, in the event the possession of said real property should not be voluntarily surrendered to such purchaser.

TENTH: Provided Trustor be not presently in default of the terms of this Deed of Trust, or the Note secured hereby, upon the prior written request of Trustor, Beneficiary agrees to release from the lien of this Deed of Trust, without payment to the Note secured hereby, any land encumbered by this Deed of Trust which must be dedicated to any governmental entity as a condition for the approval of a final subdivision map upon the property herein described.

ELEVENTH: Provided Trustor be not presently in default of the terms of this Deed of Trust, or the Note secured hereby, upon the payment to Beneficiary of the sum of \$15,600.00 to the principal of the Note secured hereby, Beneficiary shall release from the lien of this Deed of Trust the property labeled "Reserved for Future Commercial Development" on the tentative subdivision map for the property secured hereby, and which map was prepared by William Hendricks, Inc., and is dated October 31, 1979. Trustor shall pay all costs connected with such release. The payment of the foregoing sum shall not be construed to increase the amount of principal which may be paid in any calendar year upon the Note secured hereby.

TWELFTH: Provided that Trustor be not presently in default of the terms of this Deed of Trust or the Note secured hereby, upon the prior written request of Trustor, Beneficiary agrees, upon the terms and conditions hereinafter set forth, to execute a document subordinating the lien of this Deed of Trust to a Deed of Trust securing a loan obtained by Trustor. The conditions are as follows:

1. The money obtained from the loan shall be utilized for the purpose of constructing "off-site" improvements upon the property secured hereby.
2. The loan shall not exceed 100% of the contract price, obtained from a reputable licensed Nevada contractor, for the construction of the "off-site" improvements.
3. Trustor shall provide Beneficiary with a "cost break-down" for the construction of the "off-site" improvements and no money obtained from the construction loan shall be disbursed until a licensed engineer, from the State of Nevada, certifies to Beneficiary that the work involved in a particular cost category, on the cost break-down, has been performed.

THIRTEENTH: Provided that Trustor be not presently in default of the terms of this Deed of Trust, or the Note secured hereby, upon the prior written request of Trustor, Beneficiary agrees to release lots from the lien of this Deed of Trust upon the following terms and conditions:

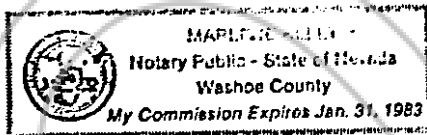
1. Only lots which are part of an approved and recorded subdivision map may be released.
2. For each lot released, Trustor shall first pay the sum of \$1,050.00 to the principal of the Note secured hereby.
3. The lots to be released shall be selected in the sole discretion of Trustor. The payment of the foregoing sum for each lot release shall not be construed to increase the amount of principal which may be paid in any calendar year upon the Note secured hereby.

EUREKA LTD., a Nevada Limited Partnership

By *Nancy E. Kuhns*  
 NANCY E. KUHNS

STATE OF NEVADA )  
 ) ss:  
 COUNTY OF Washoe )

On this 19th day of March, 1981, personally appeared before me, a Notary Public, Nancy E. Kuhns known to me to be the person described in and who acknowledged that he executed the foregoing instrument on behalf of EUREKA LTD., a Nevada Limited Partnership.



*Marlene Kelly*  
 NOTARY PUBLIC

Beneficiary, hereby executes this Deed of Trust for the purpose of agreeing and consenting to the provisions of Paragraphs TENTH, ELEVENTH, TWELFTH and THIRTEENTH.

*David A. Pastorino*  
 DAVID A. PASTORINO

STATE OF NEVADA )  
 ) ss:  
 COUNTY OF Washoe )

On this 17th day of MARCH, 1981, personally appeared before me, a Notary Public, DAVID A. PASTORINO, known to me to be the person described in and who acknowledged that he executed the foregoing instrument.

*Marlene Kelly*  
 NOTARY PUBLIC

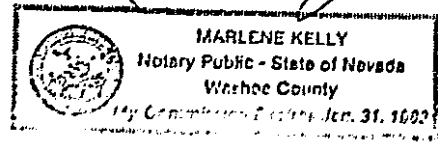


EXHIBIT "A"

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

Beginning at the Southwest Corner of the SE 1/4 NE 1/4 of Section 14, T.19N., R.53E., M.D.B.&M.,

Thence N. 00° 00' 47" W., 1,320.37 feet to the Northwest Corner of the SE 1/4 NE 1/4 of Section 14,

thence S. 89° 50' 29" E., 841.60 feet along the North line of the SE 1/4 NE 1/4, Section 14, to Corner No. 3, Block 116 of Eureka Townsite,

thence S. 18° 06' 23" E., 351.95 feet to Corner No. 4, Block 116 of Eureka Townsite,

thence S. 77° 21' 27" W., 76.99 feet to Corner No. 5, Block 116 of Eureka Townsite,

thence S. 15° 41' 11" E., 243.00 feet to Corner No. 6, Block 116 of Eureka Townsite,

thence S. 77° 26' 24" W., 224.54 feet to Corner No. 11, Block 114 of Eureka Townsite,

thence S. 15° 00' 00" E., 158.30 feet to a point on the Westerly Boundary of Block 114 Eureka Townsite.

thence S. 79° 25' 25" W., 37.37 feet to Corner No. 4, Block 113 of Eureka Townsite,

thence S. 84° 42' 50" W., 466.20 feet to Corner No. 3, Block 113 of Eureka Township,

thence S. 05° 16' 31" E., 466.81 feet to Corner No. 2, Block 113 of Eureka Townsite,

thence S. 86° 56' 08" W., 305.46 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 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.

RECORDED AT REQUEST OF  
FRONTIER TITLE COMPANY  
BOOK 94 PAGE 411

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OFFICIAL RECORDS  
EUREKA COUNTY, NEVADA  
WILLIS A. DEPAOLI, RECORDER  
FILE NO. 80333  
FEE \$ 7.00

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