

# DEED OF TRUST AND ASSIGNMENT OF RENTS

TATIC #01-02-04  
(Escrow No. 50433, 34, 36)

409213

This Deed of Trust, Made this 2nd day of June 1981  
 Between BI-STATE PETROLEUM, a Nevada corporation here in called GRANTOR or TRUSTOR,  
 whose address is 500 East Glendale Sparks, Nevada 89431  
(Number and Street) (City) (Zone) (State)  
TRANSAMERICA TITLE INSURANCE COMPANY, a California corporation, herein called TRUSTEE, and  
CHEVRON U.S.A., INC., a California corporation here in called BENEFICIARY.

**Witnesseth:** That Trustor irrevocably GRANTS, BARGAINS, SELLS, AND TRANSFERS to TRUSTEE in TRUST WITH POWER OF SALE, that real property in the County of Lander and Eureka, State of Nevada, described as:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

THIS DEED OF TRUST IS EXECUTED IN DUPLICATE, EACH OF WHICH IS DEEMED TO BE AN ORIGINAL, BUT SUCH PARTS TOGETHER CONSTITUTE BUT ONE AND THE SAME INSTRUMENT.

Together with all appurtenances thereunto belonging or in any wise appertaining, all fixtures now or hereafter attached to or used in connection with the property herein described, and all rents, issues and profits of said real property, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by Paragraph 5 of Part B of the provisions incorporated herein by reference to collect and apply such rents, issues and profits, FOR THE PURPOSE OF SECURING payment of indebtedness evidenced by a promissory note dated 6-15-81 executed by Trustor in the principal sum of NINETY ONE THOUSAND FOUR HUNDRED TWENTY AND 52/100 Dollars (\$91,420.52), payable to Beneficiary or order, payment of any additional sums and interest thereon which may hereafter be loaned to the Trustor or his successors or assigns by the Beneficiary, and the performance of each agreement herein contained. Additional loans hereafter made and interest thereon shall be secured by this Deed of Trust only if made to the Trustor while he is the owner of record of his present interest in said property, or to his successors or assigns while they are the owners of record thereof, and shall be evidenced by a promissory note reciting that it is secured by this Deed of Trust.

BY THE EXECUTION AND DELIVERY OF THIS DEED OF TRUST and the note secured hereby the parties hereto agree that there are adopted and included herein for any and all purposes by reference as though the same were written in full herein the provisions of Section A, including paragraphs 1 through 4 thereof, and of Section B, including paragraphs 1 through 14 thereof, of that certain Master Form Deed of Trust recorded in the official records in the offices of the County Recordors of the following counties of the State of Nevada on June 17, 1970, unless otherwise indicated by \*, \*\*, or \*\*\*, under the Document or File No. and in the books and pages designated after the name of each county:

County	Document or File No.	Book	Page	County	Document or File No.	Book	Page
Churchill	122828	19	343	Lyon	03174		
***Clark	036925	047	6-1	Mineral	06434	22	552
*Douglas	48420	76	560	Nye	18537	133	35
Elko	50546	125	685	Pershing	76277	Roll 28	227
**Esmeralda	43382	3-3 of Deeds	94	Storey	33435	"S" of Mortgages	324
Eureka	52734	35	500	Washoe	176799	470	22
Humboldt	142565	48	1-1	White Pine	156259	326	274
*Lander	65150	98	559	Carson City	71598	98	396
Lincoln	49141	"Q" of Mortgages	35	(formerly Ormsby)			

\*June 12, 1970; \*\*June 15, 1970; \*\*\*July 10, 1970

A copy of said provisions so adopted and included herein by reference is set forth on the reverse hereof.

The parties hereto further agree that with respect to said paragraph 14 of the provisions of Section B incorporated herein by reference, the amount of fire insurance required by Covenant No. 2 shall be \$ 91,420.52, and with respect to attorneys' fees provided for by Covenant No. 7, the percentage shall be \_\_\_\_\_%.

THE UNDERSIGNED TRUSTOR REQUESTS THAT A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE HEREUNDER BE MAILED TO HIM AT HIS ADDRESS HEREINBEFORE SET FORTH.

BI-STATE PETROLEUM, a Nevada corporation Signature of Trustor

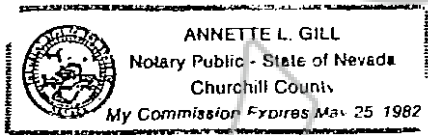
By: JAMES KUBAISA, President

STATE OF NEVADA

COUNTY OF Churchill

On June 9, 1981, before me, the undersigned, a Notary Public in and for said

County and State, personally appeared James Kubaisa known to me to be the President of Bi-State Petroleum and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Notary's Signature Annette L. Gill

Nevada Form No. 166

RECORDING REQUESTED BY  
 First American Title  
 Company of Nevada  
 P.O. Box 308  
 Elko, Nevada 89801  
 AND WHEN RECORDED MAIL TO

SPACE BELOW THIS LINE FOR RECORDER'S USE

Name Chevron U.S.A. INC.  
 Street Address Land Department  
Western Region  
 City 2120 Diamond Blvd.  
 State Concord, Calif. 94520  
 Zip Attn: V. V. Chodsky

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County of Lander, State of Nevada, bounded and described as follows:

Those portions of the Southwest Quarter of Section 17, Township 32 North, Range 45 East, Mount Diablo Base and Meridian, and particularly described as follows to wit:

PARCEL 1

All of Block number 6, as the same is delineated on a certain plat of the Town of Battle Mountain, Lander County, Nevada, sworn to by the County Commissioners and accepted by them on June 1, 1914, and filed in the office of the County Recorder of Lander County, Nevada on June 1, 1914.

Excepting therefrom the northeasterly 60 feet of Block number 6, as said block is delineated on a certain plat of the Town of Battle Mountain, Lander County, Nevada, sworn to by the County Commissioners and accepted by them June 1, 1914; and filed in the office of the County Recorder of Lander County, Nevada June, 1, 1914; said northeasterly 60 feet being more particularly described as follows:

Beginning at the most northerly corner of said block; thence South  $44^{\circ}23'$  East along the northeasterly line of said block; 300 feet; thence South  $45^{\circ}37'$  West along the southeasterly line of said block, 60 feet; thence North  $44^{\circ}23'$  West 300 feet to a point on the northwesterly line of said block; thence North  $45^{\circ}37'$  East along the northwesterly line of said block 60 feet to the point of beginning.

PARCEL 2

The northeasterly 60 feet of Block number 6 as said block is delineated on a certain plat of Town of Battle Mountain, Lander County, Nevada, sworn to by the County Commissioners and accepted by them June 1, 1914, and filed in the office of the County Recorder of Lander County, Nevada, June 1, 1914; said northeasterly 60 feet being more particularly described as follows:

Beginning at the most northerly corner of said block; thence South  $44^{\circ}23'$  East along the northeasterly line of said block; 300 feet; thence South  $45^{\circ}37'$  West along the southeasterly line of said block, 60 feet; thence North  $44^{\circ}23'$  West 300 feet to a point on the northwesterly line of said block; thence North  $45^{\circ}37'$  East along the northwesterly line of said block 60 feet to the point of beginning.

BATTLE MOUNTAIN BULK PLANT

That portion of Lot 2 of Section 24, Township 19 North, Range 43 East, M.D.B. & M. being more particularly described as follows:

Beginning at Corner #1 from which the East  $1/4$  corner of said Section 24 bears South  $89^{\circ}05'44''$  East 664.07 feet, thence North  $31^{\circ}45'30''$  East 215.00 feet to Corner #2, thence North  $58^{\circ}14'30''$  West 300.00 feet to Corner #3, thence South  $31^{\circ}45'30''$  West 215.00 feet to Corner #4, thence South  $58^{\circ}14'30''$  East 300.00 feet to Corner #1, the point of beginning.

Together with an easement for access thereto and egress therefrom over Lots 1, 2, 3, and the East  $1/2$  of the West  $1/2$  of the Northeast  $1/4$  of Section 24, Township 19 North, Range 43 East, M.D.B. & M. along the existing road.

AUSTIN BULK PLANT



County of Eureka, State of Nevada, bounded and described as follows:

A Parcel of land located in Lot 1, Section 14, Township 19 North, Range 53 East, MDM.; more particularly described as follows:

Commencing at the North 1/16 corner common to Sections 13 and 14 of said Township 19 North, Range 53 East, MDM., thence North  $39^{\circ}21'46''$  West, 425.15 feet to Corner #2 of the patented Old Put Mill Site, Lot No. 245B, being the point of beginning; thence North  $79^{\circ}15'$  East 163.83 feet along the northerly line of said Old Put Mill site to a point 25 feet westerly of the centerline of a county road linking Eureka and Diamond Valley; thence along said westerly right of way line North  $4^{\circ}35'$  West 123.05 feet to a point; thence South  $89^{\circ}26'42''$  West 203.04 feet to a point; thence South  $0^{\circ}33'18''$  East 180.72 feet to a point on the northerly line of the patented Mining Claim Lupita Lode, Lot No. 49B; thence North  $77^{\circ}30'$  East 56.22 feet along said northeasterly line of said Lupita Lode to a point; thence North  $0^{\circ}33'18''$  West 2.83 feet to a point on the westerly line of said Old Put Mill Site; thence North  $18^{\circ}00'$  West 15.21 feet along said westerly line of the Old Put Mill Site to the point of beginning.

EUREKA BULK PLANT

RECORDED AT REQUEST OF  
FIRST AMERICAN TITLE CO. OF NEVADA  
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81 JUN 15 A 8:12

OFFICIAL RECORDS  
EUREKA COUNTY, NEVADA  
WILLIS A. GEPARDI - RECORDER  
FILE NO. 80707  
FEE \$ 5.00

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