

81487

DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, Made this 20th day of August, 1981
Between EUREKA LTD., a Nevada limited partnership

(Escrow No.)
August 1981

whose address is 139 Vassar Street Reno, Nevada 89502
(Number and Street) (City) (Zone) (State)

herein called GRANTOR or TRUSTOR,

FRONTIER TITLE COMPANY
L. W. LUNDBECK

herein called TRUSTEE, and

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

SEE ATTACHED EXHIBIT "A"

IN the event grantor shall sell, transfer or convey, or contract to sell, transfer or convey, the herein described parcel of real property, or any portion thereof or any interest therein, the obligation secured by this deed of trust shall forthwith become due and payable, although the time of maturity expressed therein shall not have arrived.

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, in the right, power and authority given to and conferred upon Beneficiary by Paragraph 1 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, of even date herewith, executed by Trustor in the principal sum of TWENTY THOUSAND AND NO/100 Dollars (\$20,000.00).

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 Recorders 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	03474		
***Clark	036923	047	6-1	Mineral	06434	22	352
*Douglas	48420	76	560	Nye	185.1	133	35
Elko	30546	125	683	Pershing	76277	Roll 28	227
*Esmeralda	43382	3-3 of Deeds	54	Storey	33435	"S" of Mortgages	324
Eureka	32734	55	500	Washoe	176799	470	22
Humboldt	142365	48	1-1	White Pine	136259	326	274
*Lander	65130	98	359	Carson City	71598	98	396
Lincoln	49141	"Q" of Mortgages	33	(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 \$20,000.00, and with respect to attorneys' fees provided for by Covenant No. 7, the percentage shall be awarded by the appropriate court.

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.

EUREKA LTD., a Nevada limited partnership

Jeffrey F. Collier
JEFFREY F. COLLIER, General Partner

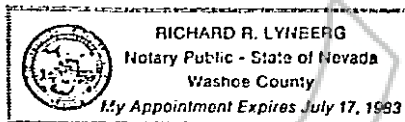
STATE OF NEVADA

COUNTY OF Washoe

On August 20, 1981, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JEFFREY F. COLLIER, general partner

person, whose name is known to me to be the subscribed to the within instrument, and acknowledged to me that he executed the same.

Notary's Signature



RECORDING REQUESTED BY

SPACE BELOW THIS LINE FOR RECORDER'S USE

AND WHEN RECORDED MAIL TO

Name: AMERICAN INVESTORS MGT.
Street Address: P O Box 2997
City State Zip: Reno, Nevada 89505

BOOK 097 PAGE 060

DO NOT RECORD

A. To protect the security of this Deed of Trust, Grantor or Trustor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any buildings thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished thereon, to comply with all laws affecting said property or requiring any alteration or improvements to be made thereon, not to convert or remove therefrom any structure, fixture or equipment, and to keep said property in violation of law; to cultivate, irrigate, fertilize, trim, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with the payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be retained by Trustor. Such application or release shall not constitute a lien in favor of Beneficiary or constitute any lien in favor of Trustor. Any and all unexpired insurance, including any right to recovered premiums, shall vest in the beneficiary and pass to the purchaser of the property covered hereby at any Trustee's sale held hereunder.
3. To appear in and defend any action or proceeding purporting to affect the security herein or the rights or powers of Beneficiary or Trustor, and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustor may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
4. Should Trustor fail to make payment or to do any act as herein provided, then Beneficiary or Trustor, but without obligation to do so, and without notice to, or demand upon, Trustor and without releasing Trustor from any obligation thereon, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustor being authorized to enter upon said property for such purposes, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustor; pay, purchase, contest or compromise any indebtedness, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such power, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any taking or condemnation, or for injury to the property by reason of public use, or for damages for private use or injury thereto, is assigned and shall be paid to Beneficiary as further security for all obligations secured hereby hereunder unto Trustor, however, the right to sue therefor and the ownership thereof subject to this Deed of Trust; and upon receipt of such moneys Beneficiary may hold the same as further security or apply or release the same in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
3. At any time or from time to time, and without notice and without liability thereon, upon written request of Beneficiary and presentation of this Deed of Trust, and the sums secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, and without affecting the security hereof for the full amount secured hereby on all property remaining subject hereto, and without the necessity that any sum representing the value of any portion thereof of the property offered by Trustor's action be credited on the indebtedness, Trustor may: (a) recover all or any part of said property; (b) consent to the making and recording, or either, of any map or plat of the property or any part thereof; (c) join in granting any easement thereon; (d) join in or consent to any extension or amendment of any agreement subordinating the lien, encumbrance or charge hereof.
4. Upon written request of Beneficiary, and upon surrender of this Deed of Trust and all notes secured hereby to Trustor for cancellation, and upon payment of its fees and charges, Trustor shall recover, without warranty, the property then subject hereto. Any reconveyance, whether full or partial, may be made in terms to: "the person or persons legally entitled thereto."
5. As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority during the continuance of these trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same first to costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
6. Upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustor of a written declaration of default and of a written notice of default and of election to cause to be sold said property, which notice of default Trustor shall cause to be recorded. Beneficiary shall also deposit with Trustor this Deed of Trust, the promissory notes secured hereby, and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recording of said notice of default, and notice of sale having been given as then required by law for the sale of real property under execution, Trustor, without demand on Trustor, shall sell said property or any part thereof at the time and place fixed by it in the notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction in the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustor may postpone sale of all or any portion of said property by public announcement at the time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. In the event that any indebtedness secured hereby shall not have been fully satisfied by the sale, Trustor may give notice of sale of any property not previously noticed for sale in the manner set forth above and sell the same in the manner set forth above.

Trustor shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at said sale.

After deducting all costs, fees and expenses of Trustor and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustor shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at ten per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner, including pledgees, of the notes secured hereby, whether or not named as a beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustor accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustor is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor or Trustor, Beneficiary or Trustee shall be a party unless brought by Trustor.

9. Beneficiary, or its assigns, may from time to time, by instrument in writing signed and acknowledged by Beneficiary or its assigns, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument when recorded in the office of the County Recorder of the county or counties in which the property then subject hereto is situated, shall be conclusive proof of proper substitution of such successor or successors to Trustor, who shall, without conveyance from the Trustee predecessor, succeed to all in title, estate, rights, powers and duties. Said instrument must contain the names of the original Trustor, Trustee, and Beneficiary hereunder, the book and page where the Deed of Trust is recorded, and the name and address of the new Trustee. If notice of default shall have been recorded, this power of substitution cannot be exercised until after the costs, fees and expenses of the then acting Trustee shall have been paid to said Trustee.

10. If two or more persons are designated as Trustee herein, either may act alone and execute the trusts upon the request of Beneficiary, and all his acts thereunder shall be deemed to be the acts of all Trustees, and the recital in any conveyance executed by such sole Trustee of such request shall be conclusive evidence thereof, and of the authority of such sole Trustee to act.

11. It is expressly agreed that the trust created hereby is irrevocable by Trustor.

12. No power or remedy of Trustor or Beneficiary hereunder is exclusive of any other power or remedy provided herein or by law, but each shall be cumulative and shall be in addition to every other power or remedy given hereunder, or now, or hereafter, given by law. Each such power or remedy may be exercised from time to time as often as may be deemed necessary or expedient.

13. 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 hereinafter adopted by reference.

14. The following Covenants, Nos. 1, 2 (4), 3, 4 (10)(1), 5, 6, 7 (1), 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22 of NRS 107.040, when not inconsistent with the other covenants and provisions herein contained, are hereby adopted and made a part of this Deed of Trust.

DO NOT RECORD

To obtain either a partial Reconveyance or a Subordination Agreement, this Deed of Trust, together with the note secured hereby, must be presented to the Trustee for endorsement, accompanied by either a Request for Partial Reconveyance or a Subordination Agreement, as the case may be, and Trustee's fee.

To obtain a full Reconveyance of this Deed of Trust, present to the Trustee this request properly executed, the Deed of Trust, the original note secured by said Deed of Trust and any other evidence of indebtedness secured thereby, together with reconveyance fee.

REQUEST FOR FULL RECONVEYANCE

To the Trustee.

Dated:

The undersigned is the legal owner and holder of the note in the amount of \$ _____ and all other indebtedness secured by the foregoing Deed of Trust, which was recorded in Book _____ Page _____ of _____ Official Records of the _____ County of _____ Nevada.

You are hereby notified that said note and all other sums and indebtedness secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed upon surrender to you of said note, Deed of Trust, and evidence of any other indebtedness secured thereby, for cancellation and retention, and upon payment to you of any sum owing to you under the terms of said Deed of Trust, to reconvey, without warranty, to "the person or persons legally entitled thereto," the estate now held by you thereunder.

Mail reconveyance to this address:

Signed:

Received reconveyance:

Signed:

EXHIBIT "A"

Beginning at Corner No. 1 of this parcel of ground from which the Southwest corner of Lot 11, Block 17 bears South $73^{\circ}29'$ West 58.8 feet, said Southwest corner of said Lot 11 is located by survey from the W. C. (Witness Corner) for the West $\frac{1}{4}$ Corner of Section 13, Township 19 North, Range 53 East, MDB & M, by the following courses and distances to wit:

South $19^{\circ}03'$ East, 227.44 feet, North $77^{\circ}26'$ East 115.00 feet, and South $57^{\circ}96'$ East 119.49 feet; Running from said point of beginning, at Corner No. 1 thence North $16^{\circ}31'$ West 56 feet, more or less, to Corner No. 2, a point in the North side line of Lot 12 of said Block 17, thence North $73^{\circ}29'$ East 79.62 feet to Corner No. 3; thence identical with the Northeast Corner of said Lot 12; thence South $6^{\circ}41'$ East 57 feet more or less, to Corner No. 4, identical with the Southeast Corner of said Lot 11; thence South $73^{\circ}29'$ West 69.95 feet more or less, to Corner No. 1, the place of beginning, containing an area of 4188 square feet, and known as those portions of Lots 11 and 12, in Block 17 of the town of Eureka, Nevada.

Also, all of Lots 13, 14, 15, 16 and 17, in Block 17 of the town of Eureka, Nevada.

EXCEPTING THEREFROM all uranium, thorium, or any other materials 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

Nancy Kuhns
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81 AUG 21 PM 2:58

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
WILLIS A. DEPAUL - RECORDER
FILE NO. 81487
FEE \$ 6.00

EXHIBIT "A"

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