

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 1st day of March, 1982, by and between PETER M. TOMERA and TONI LYNN TOMERA, husband and wife, as joint tenants with right of survivorship, to an undivided one-half interest, and THOMAS J. TOMERA and PATSY SUE TOMERA, husband and wife, as joint tenants with right of survivorship, to an undivided one-half interest, of Elko County, Nevada, hereinafter called Trustors; and FRONTIER TITLE COMPANY, hereinafter called Trustee; and ARCHIE L. MEEK and MAXINE M. MEEK, husband and wife, as joint tenants with right of survivorship; hereinafter called Beneficiaries;

W I T N E S S E T H:

THAT WHEREAS, the Trustors are indebted to the Beneficiaries in the sum of ONE HUNDRED FIFTY-FOUR THOUSAND ONE HUNDRED EIGHT AND 88/100 DOLLARS (\$154,108.88) lawful, current money of the United States of America, and have agreed to pay the same according to the tenor of a Promissory Note of even date herewith and made, executed and delivered by the Trustors to the said Beneficiaries, which Note is in the principal sum of \$154,108.88 lawful money of the United States of America, with interest to accrue thereon at the rate of 10% per annum.

NOW, THEREFORE, the said Trustors, for the purpose of securing the payment of said Promissory Note, and also the payment of all monies herein agreed to provided to be paid by the Trustors, or which may be paid out, or advanced by the Trustors, or which may be paid out, or advanced by the said Beneficiaries or Trustee under the provisions of this instrument, and further, in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States

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of America, in hand paid by the said Trustee, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do hereby grant, bargain and sell unto the Trustee, its successors and assigns, all that certain real property situate in the County of Eureka, State of Nevada, more particularly described as follows:

See Exhibit A attached hereto and incorporated by reference herein.

TO HAVE AND TO HOLD said premises, together with the appurtenances unto the said Trustee, and to its successors and assigns, for the uses and purposes therein mentioned.

Being in trust nevertheless, for the benefit and security of the Beneficiaries herein named, and the holder or holders of said Promissory Note secured hereby, as well as security for the repayment of all sums of money which may hereafter become due and payable from the said Trustors to said Beneficiaries, as well as security for the renewal or renewals of said Note, or the debt evidenced thereby.

The following covenants: One; Two (existing indebtedness); Three; Four (10%); Five; Six; Seven (reasonable); Eight and Nine of Nevada Revised Statutes 107.030 are hereby adopted and made a part of this Deed of Trust.

The Trustors promise to properly care for and keep the property herein described in the same condition as the same now exists, subject to normal wear and tear, to care for, protect and repair all buildings and improvements situate, or to be constructed thereon, not to remove or demolish any buildings or other improvements situate thereon, and to otherwise protect and preserve the said premises and improvements thereon, and not to commit, or permit any waste or deterioration of said buildings and improvements, or of said premises, and



to pay, when due, all claims for labor performed and materials furnished therefor.

In the event of a loss covered by the required insurance coverage, then the Trustors shall have the option to use the proceeds of such insurance toward the repair, rebuilding or replacement of the damaged or destroyed property under the following procedure:

1. Within sixty days after the loss, give written notice to the Beneficiaries outlining the contemplated work and estimated cost thereof, and guaranteeing that the work will be completed within a reasonable time.
2. The insurance proceeds shall be escrowed with Frontier Title Company, Elko, Nevada, with instructions to apply the same on the work as the same is completed.
3. The escrow instructions shall be executed by the Trustors and Beneficiaries.
4. The Trustors shall pay all charges of escrow, and the balance of the work if said insurance proceeds are not sufficient.

This Deed of Trust shall also be security for such additional amounts as may be hereafter loaned by Beneficiaries or their heirs, executors, administrators and assigns, to the Trustors, or any successors in interest of the Trustors, and any other indebtedness of the Trustors, and any present or future demands of any kind or nature which the Beneficiaries or their heirs, executors, administrators and assigns may have against the Trustors, whether absolute or contingent; whether otherwise secured or not, or whether existing at the time of the execution of this instrument, or arising thereafter; also as security for the payment and performance

of every obligation, covenant, promise or agreement herein, or in said Note contained.

It is further covenanted and agreed that any breach in the performance of any of the covenants contained herein or adopted by reference, other than the payment of the Promissory Note for which this Deed of Trust is security, and which breach shall continue for a period of thirty days after notice without being corrected or remedied, shall authorize the Beneficiaries, at their option, to declare the entire amount of the unpaid principal and accrued interest immediately due and payable.

The rights and remedies hereby granted shall not exclude any other rights or remedies granted herein, or by law, and all rights or remedies hereunder granted, or permitted by law, shall be concurrent and cumulative.

Said Trustors, in consideration of the premises, do hereby covenant and agree that neither the acceptance nor the existence now or hereafter of other security for the indebtedness secured hereby, nor the release thereof, shall operate as a waiver of the security of this Deed of Trust, nor shall this Deed of Trust nor its satisfaction, or a reconveyance made thereunder operate as a waiver of any such other security now held or hereafter acquired.

All covenants and agreements contained herein, or by reference made a part hereof, shall be binding upon the heirs, executors, administrators and assigns of the Trustors, and this indenture shall not be modified in any respect by the amendment or repeal of any law which has been by reference made a part hereof.



It is expressly agreed that the trusts created hereby are irrevocable by the said Trustors.

IN WITNESS WHEREOF, the Trustors have hereunto set their hands as of the day and year first hereinabove written.

Peter M. Tomera  
PETER M. TOMERA

Toni Lynn Tomera  
TONI LYNN TOMERA

Thomas J. Tomera  
THOMAS J. TOMERA

Patsy Sue Tomera  
PATSY SUE TOMERA

STATE OF NEVADA )  
COUNTY OF ELKO ) ss.

On this 1st day of March, 1982,  
before me, the undersigned, a Notary Public in and for the  
County of Elko, State of Nevada, duly commissioned and sworn,  
personally appeared PETER M. TOMERA and TONI LYNN TOMERA,  
husband and wife, and THOMAS J. TOMERA and PATSY SUE TOMERA,  
husband and wife, known to me to be the persons whose names  
are subscribed to the within instrument, and who acknowledged  
to me that they executed the same freely and voluntarily  
and for the uses and purposes therein mentioned.



Carol Ann Jayo  
NOTARY PUBLIC

EXHIBIT A

PARCEL 1:

TOWNSHIP 30 NORTH, RANGE 51 EAST, M.D.B. & M.

Section 1: All (Fractional)  
Section 3: All  
Section 11: All  
Section 13: All  
Section 15: All

TOWNSHIP 31 NORTH, RANGE 51 EAST, M.D.B. & M.

Section 33: All  
Section 35: All

TOWNSHIP 30 NORTH, RANGE 52 EAST, M.D.B. & M.

Section 5: SW1/4: That portion of the N1/2 lying  
Westerly of Nevada State Highway No. 51.  
Section 7: All  
Section 9: That portion of the W1/2 lying Westerly  
of Nevada State Highway No. 51.  
RESERVING THEREFROM the stockwatering  
rights of BATTISTA TOMERA, JR. and <sup>CS</sup>  
GEORGE TOMERA as provided in a license  
in their favor executed by Grantors  
herein and recorded of even date  
herewith.

TOWNSHIP 31 NORTH, RANGE 52 EAST, M.D.B. & M.

Section 31: All

TOWNSHIP 30 NORTH, RANGE 52 EAST, M.D.B. & M.

A parcel of land in the NE1/4 NE1/4, Section 8 and  
the W1/2, Section 9, T. 30 N., R. 52 E., M.D.M.,  
Eureka County, Nevada, more particularly described  
as follows:

Beginning at the northwesterly corner of said parcel,  
a point on the easterly right-of-way line of that public  
highway described in Book 24, Pages 307-309, Eureka  
County Deeds (Parcel No. 4), a 6-inch redwood fence  
post set in right-of-way fence from which the NW  
corner of Section 4, T. 30 N., R. 52 E., M.D.M.,  
bears N. 0°19'53" E., 5961.71 feet as Corner No. 1,  
the Point of Beginning,

thence S. 80°36'01" E., 1504.64 feet to Corner No.  
2, a 6-inch redwood fence post,

thence S. 1°44'13" E., 973.27 feet to Corner No. 3,  
a 6-inch steel fence post,

thence S. 31°30'33" W., 2530.71 feet to Corner No. 4,  
a point on the easterly right-of-way line of the  
above-referred highway, a 6-foot steel fence post,



thence along said right-of-way, from a tangent bearing N. 3°20'48" W., on a curve to the right, with a radius of 3900 feet, through a central angle of 10°53'10", an arc distance of 740.99 feet to Corner No. 5,

thence continuing along said right-of-way N. 7°32'22" E., 515.24 feet to Corner No. 6,

thence continuing along said right-of-way, from a tangent bearing of the last described course, on a curve to the left with a radius of 3100 feet, through a central angle of 20°24'10", an arc distance of 1103.99 feet to Corner No. 7,

thence continuing along said right-of-way N. 12°51'48" W., 1055.56 feet to Corner No. 1, the Point of Beginning.

EXCEPTING THEREFROM all petroleum, oil, natural gas, and products derived therefrom reserved in deed from Southern Pacific Land Company, recorded March 9, 1950, in Book 24, Page 42, Deed Records, Eureka County Nevada.

FURTHER EXCEPTING THEREFROM an undivided 1/2 interest in and to all other minerals reserved in deed from Eureka Livestock Company, a co-partnership, et al, recorded November 4, 1955 in Book 24, Page 478, Deed Records, Eureka County, Nevada.

PARCEL 2:

TOWNSHIP 30 NORTH, RANGE 51 EAST, M.D.B. & M.

Section 2: All (Fractional)  
Section 4: Lots 1, 2, 3; SE1/4 NW1/4; SE1/4  
Section 10: All  
Section 12: All  
Section 14: N1/2; SW1/4; N1/2 SE1/4

TOWNSHIP 30 NORTH, RANGE 52 EAST, M.D.B. & M.

Section 5: That portion of the SE1/4 lying westerly of Nevada State Highway No. 51.  
Section 6: All  
Section 8: All that portion lying westerly of Nevada State Highway No. 51.  
Section 16: That portion of the W1/2 NW1/4 lying westerly of Nevada State Highway No. 51.  
Section 17: All  
Section 18: E1/2

TOWNSHIP 31 NORTH, RANGE 52 EAST, M.D.B. & M.

Section 32: W1/2; W1/2 SE1/4; That portion of the SE1/4 SE1/4 lying westerly of Nevada State Highway No. 51.

PARCEL 3:

TOWNSHIP 30 NORTH, RANGE 51 EAST, M.D.B. & M.

Section 4: S1/2 NE1/4

PARCEL 4:

TOWNSHIP 30 NORTH, RANGE 51 EAST, M.D.B. & M.

Section 14: S1/2 SE1/4

TOWNSHIP 30 NORTH, RANGE 52 EAST, M.D.B. & M.

Section 18: Lots 1, 2, 3 & 4; E1/2 W1/2

EXCEPTING THEREFROM all oil, gas and all other minerals reserved by RAND & SON, INC., a Nevada corporation, in deed recorded March 14, 1979 in Book 69, Page 252, Official Records, Eureka County, Nevada.

EXCEPTING FROM Parcels 1 and 2 above described, that certain parcel of land more particularly described as follows:

A triangular tract of land lying in Sections 10 and 15, Township 30 North, Range 51 East, M.D.B. & M., Eureka County, Nevada, being more particularly described as follows:

Beginning at the SE corner of Section 15 as Corner No. 1, the point of beginning,

thence along the South line of said Section 15, N. 89°58' W., 8318.64 feet to Corner No. 2, the SW corner of said Section 15,

thence along the line between Sections 15 and 16 North 1072.50 feet to Corner No. 3, the SW corner of Section 10,

thence along the line between Sections 9 and 10, N. 0°23' W., 2565.42 feet to Corner No. 4, the W1/4 corner of said Section 10,

thence S. 66°23'42" E., 9096.97 feet to Corner No. 1, the Point of Beginning.

RECORDED AT REQUEST OF  
FRONTIER TITLE COMPANY  
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OFFICIAL RECORDS  
EUREKA COUNTY, NEVADA  
WILLIS A. DEPAUL RECORDER  
FILE NO. 83369  
FEE \$ 11.00

LAW OFFICES  
BILYRU  
PROFESSIONAL CENTER  
ELKO, NEVADA 89801

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