

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 14<sup>th</sup> day of February, 1983, by and between ROBERT F. RAINE and LEE A. RAINE, Husband and wife, of Eureka, State of Nevada, hereinafter called "Grantor", and FRONTIER TITLE COMPANY, of Ely, State of Nevada, hereinafter called the "Trustee", and JOHN D. GHORMLEY, of P. O. Box 173, Tecopa, California 92389, hereinafter called the "Beneficiary";

W I T N E S S E T H:

The Grantor hereby grants, bargains, sells and conveys to the Trustee for the purpose of securing performance of the agreements herein, the following described real property, together with the buildings, structures and improvements thereon and everything appurtenant thereto, together with all rents, issues and profits of said premises, situate in the County of Eureka, State of Nevada, to-wit:

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

PARCEL 1:

A portion of the East part of Lot 1, in Block 82 of said Townsite of Eureka, which is more particularly described as follows, to-wit:

Beginning at a point which bears N. 79° 48' E., 40 feet from the NW Corner of Lot 1 in Block 82, thence N. 79° 48' E., a distance of 102.96 feet, more or less, along the North side line of Lot 1, to the NE Corner of Lot 1, in Block 82, thence S. 9° 46' E., along the East end line of Lot 1, a distance of 53 feet to the SE Corner of Lot 1, thence S. 80° 14' W., a distance of 101.45 feet, more or less along the South side line of Lot 1, thence N. 11° 46' W., to a point on the North side line of Lot 1, the place of beginning. This last course and end line is identical with the East end line described in Deed No. 63, belonging to Maggie Blair.

PARCEL 2:

A portion of Lot 2, in Block 82 of said Townsite of Eureka, which is more particularly described as follows:

Beginning at a point which bears N. 80° 14' E., a distance of 40 feet from the NW Corner of Lot 2, thence N. 80° 14' E., along the North end line of Lot 2, a distance of 101.45 feet, more or less, to the NE Corner of Lot 2, thence S. 9° 46' E., a distance of 25 feet to the SE Corner of Lot 2, thence S. 80° 14' W., a distance of 100.72 feet, more or less, to a point on the South side line of Lot 2, thence N. 11° 26' W., to the North side line of Lot 2, the place of

C. E. HORTON  
ATTORNEY AT LAW  
777 AULIMAN STREET  
P. O. BOX 1280  
ELY, NEVADA 89301  
269-4431

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1 beginning. This last course and end line is  
2 identical with the East end line of that portion  
of Lot 2, which is deeded to Maggie Blair in Deed  
No. 63.

3  
4 In trust nevertheless, to secure to the above named  
Beneficiary, the payment of \$25,000.00, together with interest  
5 thereon at Ten Percent (10%) per annum; said interest and  
principal to be paid according to the terms, conditions and  
6 tenor of a Promissory Note made by the Grantor to the  
Beneficiary for said sum; said Note being of even date herewith;  
7 and also to secure the payment of all other moneys herein agreed  
or advanced by the Beneficiary or Trustee, whether such payments  
8 or advancements are made under the provisions of this instrument  
or otherwise, with the interest in each case; and also the  
9 payment of all advancements or renewals of the aforesaid Note,  
or any indebtedness secured by this Deed of Trust.

10 TOGETHER WITH ALL AND SINGULAR, the tenements,  
11 hereditaments and appurtenances thereunto belonging, or  
therewith had and enjoyed and the reversion and reversions,  
12 remainder and remainders, rents, issues and profits thereof.

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

15 THIS DEED OF TRUST shall be security for all  
16 indebtedness not otherwise herein provided for that may  
hereafter during the continuance of this Deed of Trust be due,  
17 owing and existing from the said Grantor to the said  
Beneficiary.

18 The following covenants, Nos. 1; 2 (Insurance),  
19 \$25,000.00, 3; 4 (Interest) 10% per annum; 5; 6; 7 (Attorney's  
Fee) 10%; 8 and 9 of NRS 107.030, are hereby adopted and made a  
20 part of this Deed of Trust.

21 Said Grantor, in consideration of the premises, hereby  
22 covenants and agrees that neither the acceptance nor existence,  
now or hereafter, of other security for the indebtedness secured  
23 hereby, nor the release thereof, shall operate as a waiver of  
the security of this Deed of Trust, nor shall this Deed of Trust  
24 nor its satisfaction, nor a reconveyance made thereunder,  
operate as a waiver of any such other security now held or  
hereafter acquired.

25 Said Grantor further covenants and agrees that he  
26 will, during the life of this Deed of Trust, keep the buildings,  
structures and improvements situate and being upon the above  
27 described real property in as good a state of repair as the same  
now are, and that in the event that the said Grantor makes any  
28 alterations or improvements in or upon or to the structures and  
buildings situate on the above described premises, that the said  
29 Beneficiary shall be protected from any mechanics' liens of any  
kind whatsoever either for work and labor done or performed or  
30 materials furnished, and to that end the said Grantor agrees to  
file a Notice of Non-Responsibility in accordance with the  
31 requirements of the Statutes of the State of Nevada. It is  
further understood and agreed that the breach of either, any or  
32 all of the conditions herein set forth shall be sufficient  
ground for the Beneficiary to proceed to foreclose the said Deed

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of Trust in accordance with the provisions of the Statutes of the State of Nevada, as in such cases made and provided.

The undersigned Grantor 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.

The word "Grantor" and the language of this instrument shall, where there is more than one Grantor, be construed as plural, and be binding on all Grantors, and upon his or their heirs, successors, executors, administrators and assigns.

IN WITNESS WHEREOF, the said Grantor has hereunto caused the foregoing to be executed the day and year first above written.

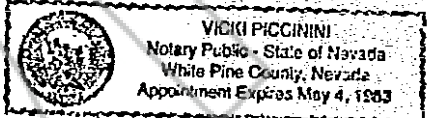
*Robert F. Raine*  
Robert F. Raine

*Lee A. Raine*  
Lee A. Raine

State of Nevada, )  
County of White Pine. ) ss.

On February 8, 1983, personally appeared before me ROBERT F. RAINE, and LEE A. RAINE, husband and wife, who acknowledged that they executed the above instrument.

*Vicki Piccinini*  
Notary Public



RECORDED AT REQUEST OF:  
FRONTIER TITLE COMPANY  
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83 FEB 14 P 1:04

OFFICIAL RECORDS  
EUREKA COUNTY, NEVADA  
M.H. REBALLATI, RECORDER  
FILE NO. 86351  
FEE \$ 6.00

C. E. HORTON  
ATTORNEY AT LAW  
777 AULTMAN STREET  
P. O. BOX 1280  
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289-4431