

THIS DEED OF TRUST made this 37 day of June, 1984by and between Wayne D. & Maribeth Robinson as Trustor,and Frontier Title Company a corporation duly organized and existing under andby virtue of the laws of the State of Nevada as Trustee, and First Interstate Bank of Nevada, N.A., organized and existing under and by virtue of the laws of the United States of America, as Beneficiary. (It is distinctly understood that the word "Trustor" and the word "his" referring to the Trustor, as herein used, are intended to and do include the masculine, feminine and neuter genders and the singular and plural numbers, as indicated by the context.)

WITNESSETH: That said Trustor hereby grants, conveys and confirms unto said Trustee in trust with power of sale, the following described

real property situate in the Town of Eureka, County of Eureka, State of Nevada, to-wit:

Parcel No. 1 as shown on that certain parcel map for Wayne & Maribeth Robinson, filed in the office of the County Recorder of Eureka County Nevada. Filed on December 14, 1983 as file No. 91521, located in a portion of the General Washington Mill Site (survey No. 128B) situated in the Town of Eureka, County of Eureka, State of Nevada.

TOGETHER with Trustor's interest as lessor in and to all leases of said premises, or any part thereof, heretofore made and entered into, and in and to all leases hereafter made and entered into by Trustor during the life of this deed of trust or any extension or renewal hereof, reserving to Trustor his statutory rights therein; provided and hereby intending that in case of foreclosure sale the lessor's interest in any such leases then in force shall, upon expiration of Trustor's rights hereunder, pass to the purchaser at such sale as a part of the premises hereby conveyed, subject to election by said purchaser to terminate or enforce any of such leases hereafter made.

TOGETHER with 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, subject, however, to the right, power and authority hereinafter given to and conferred upon the Beneficiary to collect and apply such rents, issues and profits; and also all water and water rights used in connection therewith, all shares of stock evidencing the same, pumping stations, engines, machinery, pipes and ditches; and also the estate, right, title and interest, homestead or other claim or demand, as well in law as in equity, which the Trustor now has or hereafter may acquire of, in, and to the said premises, or any part thereof, with the appurtenances.

TO HAVE AND TO HOLD the same unto the said Trustee and its successors, upon the trusts hereinafter expressed, namely:

As security for the payment of (a) Fourty Thousand and no/100Dollars (\$ 40,000.00)

in lawful money of the United States of America, with interest thereon in like lawful money and with expenses and counsel fees according to the terms of the promissory note or notes for said sum executed and delivered by the Trustor to the Beneficiary; (b) such additional amounts as may be hereafter loaned by the Beneficiary or its successor to the Trustor, or any of them, or any successor in interest of the Trustor, with interest thereon, and any other indebtedness or obligation of the Trustor, or any of them, and any present or future demands of any kind or nature which the Beneficiary, or its successor, may have against the Trustor, or any of them, whether created directly or acquired by assignment; whether absolute or contingent; whether due or not, or 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 or notes contained. Trustor grants to Beneficiary the right to record notice that this deed of trust is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations of the Trustor for which Beneficiary may claim this deed of trust as security.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: The Trustor promises to properly care for and keep the property herein described in first class condition, order and repair; to care for, protect and repair all buildings and improvements situate thereon; not to remove or demolish any buildings or other improvements situate thereon; to restore any uninsured building or improvement damaged or destroyed thereon; to complete in a good workmanlike manner any building or other improvement which may be constructed thereon, and to pay, when due, all claims for labor performed and for materials furnished therefor; to underpin and support, when necessary, any building or other improvement situate thereon, and otherwise to protect and preserve the same; to comply with all laws, ordinances and regulations with reference to any alterations or improvements made thereon; not to commit or permit any waste or deterioration of said buildings and improvements or of said premises; to keep insured all buildings and improvements on said property against loss or damage by fire and such other casualties as may be designated by the Beneficiary, in an amount not less than the sum due the Beneficiary, or for their insurable value, whichever is lower, in some insurance company or companies to be approved by the Beneficiary, the policies of which insurance shall be payable in case of loss to the Beneficiary and shall be delivered to and held by it as security, which said delivery shall constitute an assignment by Trustor to Beneficiary of all rights under the policy, including any return premium; to pay, when due, all taxes, assessments and levies affecting said property (including assessments on appurtenant water stock) and any costs or penalties thereon; to pay, when due, all mortgages, deeds of trust and other encumbrances which are or appear to be a lien or a charge upon the property, or any part thereof, prior to this deed of trust. If the above described property is farm land, Trustor agrees to farm, cultivate, and irrigate said premises in a proper, approved and husbandmanlike manner; to keep said premises free from weeds, Bermuda and Johnson grasses; to keep all vineyards, and orchards, and crops, now or hereafter planted on said premises, properly cultivated, irrigated, fertilized, pruned, sprayed and fumigated; to replace all dead or unproductive vines or trees with new ones; to keep all buildings, fences, ditches, canals, wells and any and all other farming improvements on said premises in first class condition, order and repair.

Trustor hereby represents that there is no assignment or pledge of any leases of, or rentals or income from, said premises now in effect, and covenants that, until said indebtedness is fully paid, he will not make any such assignment or pledge to anyone other than Beneficiary and will not, without the prior written approval of Beneficiary, consent to a cancellation of any of said leases having at the time an unexpired term of more than two years, or to a release or reduction of the liability of any lessee under such a lease.

The Trustor promises that together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby that the Trustor may be required to pay to the Beneficiary at the option of the Beneficiary each month until the said note is fully paid, the following sums:

- a. A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust plus the premium that will next become due and payable on the policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the Beneficiary) less all sums already paid therefor, divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent. Such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes and special assessments before the same become delinquent; and

SIXTH: Upon payment of all sums secured hereby, the Trustee shall reconvey, without warranty, the estate vested in it hereby, and the grantee in said reconveyance may be described in general terms as "the person or persons legally entitled thereto". The recitals in any full or partial reconveyance shall be conclusive proof against all persons of the truthfulness thereof. All reconveyances shall be at the cost of the grantee.

SEVENTH: If breach or default be made in the prompt payment, when due, of any sum secured hereby, or in the performance of any promise contained herein, or contained in any reconveyance under which said Trustor claims or derives title, then and at any time thereafter the Beneficiary hereunder may declare all sums secured hereby immediately due and payable, without demand or notice; and the Beneficiary or Trustee shall record in the office of the County Recorder of the county or counties wherein said property or any part thereof is situated, a notice of such breach or default and election to cause the said property to be sold to satisfy the indebtedness and obligations secured hereby, as provided by the laws of the State of Nevada with reference to the foreclosure of deeds of trust.

On application of the Beneficiary, and after at least three months shall have elapsed following the recordation of said notice of breach of default, the Trustee shall give notice of the time and place of sale in the manner and for a time not less than that required by law for the sale or sales of real property under execution, and without demand on separate parcels, and in such order as it may determine, at public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement, and without further notice it may make such sale at the time to which the same shall be so postponed. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recital in any such deed of any matters or facts stated either specifically or in general terms, or as conclusions of law or fact, shall be conclusive proof of the truthfulness thereof, and such deed shall be conclusive against all persons as to all matters or facts therein recited. Any persons, including Trustor, Trustee or Beneficiary, may purchase at such sale. Trustor hereby agrees to surrender immediately and without demand, possession of said property to any purchaser at any sale held hereunder. In the conduct of any such sale the Trustee may act itself, or through any auctioneer, agent or attorney. In addition to the indebtedness and other obligations secured hereby, the Trustor hereby agrees to pay the expenses of such sale and of this trust, and compensation of the Trustee in an amount equal to one percent (1%) of the amount secured hereby and remaining unpaid, but in no event less than Twenty-five Dollars (\$25.00), and counsel fees in an amount equal to five per cent (5%) of the amount remaining unpaid and secured hereby, but in no event less than One Hundred Dollars (\$100.00), and also such sums, if any, as Trustee or Beneficiary shall have paid for procuring an abstract of title or search of or certificate or report as to the title of said premises or any part thereof subsequent to the execution of this instrument, all of which sums shall be secured hereby and become due upon any default hereunder made by the Trustor. The Trustee shall apply the proceeds of any sale held hereunder to the satisfaction of the sums secured hereby, in such order and to such extent as the Beneficiary, in the exercise of its absolute discretion, may direct. Any surplus in the hands of the Trustee after the payment of all sums secured hereby, shall be paid to the person or persons legally entitled thereto on the proof of such right.

EIGHTH: The Beneficiary shall not by any act or omission be deemed to waive any of its rights or remedies hereunder unless such waiver be in writing; and a waiver of one event shall not be construed as continuing or as a bar to or waiver of such right or remedy on a subsequent event.

NINTH: Said Trustor hereby agrees that whenever said Beneficiary or Trustee shall record said notice of breach or default and of election of Beneficiary to sell or cause to be sold said property, or whenever said Trustee shall give notice of sale of said property as herein provided, said recordation of notice of breach of default, or publication of notice of sale, shall ipso facto, so far as regards the indebtedness hereby secured and this instrument, extend any and all statutes limiting the time for the commencement of actions to enforce the payment of the sums secured hereby or any part thereof, which are now or which may hereafter be in force or effect, until thirty (30) days after the Trustee hereunder shall have completed a sale of said premises and shall have executed and delivered to the purchaser a deed of said premises, and said Trustor hereby expressly waives the right to plead any such statute or statutes of limitation in any action or proceeding to which the Trustor may be a party, provided said action is brought within the time herein provided.

Trustor further agrees that the Beneficiary may from time to time, and for periods not exceeding one (1) year, in behalf of the Trustor, renew or extend any promissory note secured hereby, and said renewal or extension shall be conclusively deemed to have been made when so endorsed on said promissory note or notes by the Beneficiary in behalf of the Trustor.

TENTH: The Beneficiary may, at any time, by instrument in writing, appoint a successor or successors to, or discharge and appoint a new Trustee in the place of, any Trustee named herein or acting hereunder, which instrument, executed and acknowledged by Beneficiary, and recorded in the office of the County Recorder of the county or counties wherein said property is situated, shall be conclusive proof of the proper substitution of such successor or successors or new Trustee, who shall have all the estate powers, duties, rights and privileges of the predecessor Trustee.

ELEVENTH: It is expressly agreed that the trusts created hereby are irrevocable by the Trustor.

TWELFTH: All the provisions of this instrument shall inure to and bind the heirs, devisees, legal representatives, successors and assigns of each party hereto, respectively. All obligations of each Trustor hereunder are joint and several. The rights or remedies granted hereunder or by law shall not be exclusive but shall be concurrent and cumulative.

THIRTEENTH: In the event of any tax or assessment on the interest under this deed of trust, it will be deemed that such taxes or assessments are upon the interest of the Trustor, who agrees to pay such taxes or assessments although the same may be assessed against the Beneficiary of Trustee.

FOURTEENTH: Prepayment Penalty:

FIFTEENTH:

SIXTEENTH: In the event of a default in the performance or payment under this deed of trust or the security for which this deed of trust has been executed, any notice given under Section 107.080 N.R.S. shall be given by registered letter to the Trustor(s), addressed to
P.O. Box 325 Eureka, Nevada 89316
and such notice shall be binding upon the Trustor(s), assignee(s), or grantee(s) from the Trustor(s).

IN WITNESS WHEREOF, the Trustor has executed these presents the day and year first above written.

(Trustor's Address)

Wayne D. Robinson
Wayne D. Robinson
P.O. Box 160 Eureka, Nv. 89316
(Trustor's Address)

(Trustor's Address)

Maribeth Robinson
Maribeth Robinson
P.O. Box 160 Eureka, Nv. 89316
(Trustor's Address)

State of Nevada

County of EUREKA

SS. (CORPORATE FORM OF ACKNOWLEDGMENT)

On this 5th day of JULY, in the year A.D. nineteen hundred

and 84, before me, SHIRLEY ALLISON

a Notary Public in and for said County of EUREKA, State of Nevada, personally appeared

WAYNE D. ROBINSON and MARIBETH ROBINSON, known to me to be

of the corporation that executed the foregoing instrument, and upon oath, did depose that he is the officer of said corporation as above designated; that the signatures to said instrument were made by officers of said corporation as indicated after said signatures; and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

Notary

INDIVIDUAL ACKNOWLEDGMENT

State of Nevada

County of EUREKA

SS.

On July 5, 1984 personally appeared before

me, a notary public, WAYNE D. ROBINSON,

who acknowledged that he executed the within instrument.

State of Nevada

County of EUREKA

SS.

On July 5, 1984 personally appeared before

me, a notary public, MARIBETH ROBINSON,

who acknowledged that she executed the within instrument.

Shirley Allison

Shirley Allison



Deed of Trust and Assignment of Rent

Wayne D. Robinson

Maribeth Robinson Trustor.

Fronteir Title Company

Trustee.

-- FOR --

First Interstate Bank of Nevada, N.A.

Beneficiary.

June 27 A.D., 1984

Filed for record at the request of: First Interstate Bank of Nevada, N.A.

Office

A.D., 19

at Min. past o'clock

M., in Vol of

Page and following, Records of

County, Nevada.

County Recorder.

By Deputy Recorder.

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RE-82 (6-81)

WHEN RECORDED MAIL TO:

First Interstate Bank of Nevada, N.A.

Office	Eureka
City	Eureka
State	Nevada
Zip	89316

RECORDED AT REQUEST OF Fronteir Title Company BOOK 124 PAGE 1

84 JUL 8 A 9:34

OFFICIAL RECORDS EUREKA COUNTY, NEVADA FILE NO. 93758 FEE \$2.00

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