

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 9th day of December, 1985, between

Donald L. Hull, a single man, herein called TRUSTOR, whose address is P.O. Box 67 (number and street) Eureka Nevada (city) (state)

Frontier Title Company, a Nevada corporation, herein called TRUSTEE, and Mount Wheeler Power, Inc., a Nevada Corporation, herein called BENEFICIARY,

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Eureka County Nevada, described as:

RANCHETTE "C", as shown on the Parcel Map and Record of Survey of Parcel 6, 1/4 lot 9, in Section 29, Township 20 North, Range 53 East, M.D.B.&M., as filed in the Office of the County Recorder of Eureka County, State of Nevada, on October 6, 1981, as File No. 82287.

EXCEPTING THEREFROM all the oil and gas lying in and under said land, as reserved in Patent from the United States of America, recorded March 21, 1966, in Book 10, Page 205, of Official Records, Eureka County, Nevada.

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$ 8,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such additional sums as may hereafter be advanced for the account of Trustor or Assigns by Beneficiary with interest thereon.

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (16) inclusive of the Deed of Trust recorded in the Book and at the page, or document No. of Official Records in the Office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz.:

Table with 3 columns: COUNTY, DOCUMENT No., BOOK, PAGE. Lists various counties and their respective document details.

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be \$ 8,000.00 and with respect to attorneys' fees provided for by covenant 7 the percentage shall be reasonable

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.

STATE OF NEVADA, COUNTY OF Eureka } ss.

On December 9, 1985 before me, the undersigned, a Notary Public in and for said County and State, personally appeared DONALD L. HULL

Signature of Trustor: Donald L. Hull

known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes herein mentioned.

WITNESS my hand and official seal: SHIRLEY ALLISON, Notary Public Nevada, EUREKA COUNTY, Comm. Exp. SEPT 29, 1987

Title Order No. Escrow or Loan No.

SPACE BELOW THIS LINE FOR RECORDER'S USE

RECORDING REQUESTED BY

RECORDED AT REQUEST OF Frontier Title Company BOOK 141 PAGE 524

AND WHEN RECORDED MAIL TO

65 DEC 17 10:17

OFFICIAL RECORDS EUREKA COUNTY, NEVADA J.H. HERBOLD, RECORDER FILE NO. 101710 FEE \$ 5.00

BOOK 141 PAGE 524

T.O. 7845