

When recorded, return to:
M. Craig Haase
P. O. Box 70250
Reno, Nevada 89570-0250

110366

ASSIGNMENT OF PROMISSORY NOTE, DEED OF TRUST,
ENDORSEMENT TO PROMISSORY NOTE, SECURITY AGREEMENT, ASSIGNMENT OF
SECURITY AGREEMENT, FINANCING STATEMENT AND
COMBINATION PROMISSORY NOTE/SECURITY AGREEMENT/DISCLOSURE STATEMENT

KNOW ALL MEN BY THESE PRESENTS: That Western Thrift of Nevada, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration received equally from the M. Craig Haase Profit-Sharing Plan and Trust and the M. Craig Haase Money Purchase Pension Plan and Trust, the receipt thereof and sufficiency of which is hereby acknowledged, does hereby transfer, sell, assign, set over and convey equally to the M. Craig Haase Profit-Sharing Plan and Trust and the M. Craig Haase Money Purchase Pension Plan and Trust all of its right, title and interest in and to that certain Promissory Note dated September 8, 1980, in the principal amount of \$61,000.00 wherein Comstock Tunnel and Drainage Company is the maker, a copy of which is attached hereto as Exhibit A; that certain Deed of Trust dated September 8, 1980, wherein Comstock Tunnel and Drainage Company is the Grantor, a copy of which is attached hereto as Exhibit B; that certain Endorsement to Promissory Note dated December 27, 1983 executed by Herbert R. Hawkins, a copy of which is attached hereto as Exhibit C; that certain Security Agreement executed September 8, 1980 by Comstock Tunnel and Drainage Company, a copy of which is attached hereto as Exhibit D; that certain Financing Statement, UCC File No. 824, executed by Comstock Tunnel and Drainage Company on September 8, 1980, a copy of which is attached hereto as Exhibit E; that certain Assignment of Security Agreement executed by Herbert R. Hawkins on December 27, 1983, a copy of which is attached hereto as Exhibit F; and that certain Combination Promissory Note, Security Agreement, and Disclosure Statement Required By Federal And State Law executed by Herbert R. Hawkins for Account Number 1030211960, a copy of which is attached hereto as Exhibit G.

Together with all and singular the right, title and interest of Western Thrift of Nevada in and to each and every of the above described documents and together with all of the monies dues and to become due to said Herbert R. Hawkins and Western Thrift of Nevada as though each of the M. Craig Haase Profit-Sharing Plan and Trust and the M. Craig Haase Money Purchase Pension Plan and Trust, equally, is the named beneficiary and payee under each and every of the above described documents. Further, Western Thrift of Nevada hereby grants and assigns equally to the M. Craig Haase Profit-Sharing Plan and Trust and the M. Craig Haase Money Purchase Pension Plan and Trust each and every of the rights that Western Thrift of

HAASE AND HARRIS
ATTORNEYS AND COUNSELORS AT LAW
6121 LANSHIRE DRIVE, SUITE 240
POST OFFICE BOX 70250
RENO, NEVADA 89570-0250
(702) 928-4300

1.

BOOK 161 PAGE 001

Nevada now has or may hereafter acquire in connection with any and all provisions, terms and conditions contained in the documents described above and attached hereto.

IN WITNESS WHEREOF, Western Thrift of Nevada has executed this assignment on this 31st day of July, 1987.

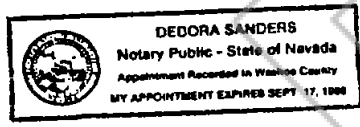
WESTERN THRIFT OF NEVADA

By *Wayland Block*
Title: *Loan Officer*

STATE OF NEVADA, }
COUNTY OF WASHOE. } ss.

On this 31st day of July, 1987, personally appeared before me, a Notary Public, *Wayland Block*, the *Loan Officer* of Western Thrift of Nevada, known to me to be the person authorized by Western Thrift of Nevada described in and who acknowledged that he executed the foregoing instrument.

Debra Sanders
Notary Public



HAASE AND HARRIS
ATTORNEYS AND COUNSELORS AT LAW
6121 LAKESIDE DRIVE, SUITE 240
POST OFFICE BOX 7880
RENO, NEVADA 89576-0880
(702) 828-4300

PROMISSORY NOTE

\$61,000.00

September 3, 1980
Elko, Nevada

FOR VALUE RECEIVED, the undersigned, COMSTOCK TUNNEL AND DRAINAGE COMPANY, a Delaware corporation, promises to pay to the order of HERBERT R. HAWKINS, an unmarried man, at Elko, Nevada, or wherever payment may be demanded by the holder of this Note, the sum of SIXTY ONE THOUSAND AND 00/100 DOLLARS (\$61,000.00), with interest thereon from the date hereof until paid at the rate of ten percent (10%) per annum, both principal and interest payable only in lawful money of the United States of America, as follows:

Monthly installments of \$655.53, which amount includes interest, shall be paid on this Note, the first of said installments to be paid on the 8th day of October, 1980, and a like installment on the 8th day of each and every month thereafter until principal and interest have been fully paid. Each of said monthly installments shall be applied first to the payment of accrued interest on the unpaid principal, and the balance thereof to be credited on the principal.

In the event the maker elects to prepay this Note in its entirety at any time during the first five (5) years from date hereof, it may do so, and may discount the Note in the amount of ten percent (10%) of the unpaid balance then due after the interest is paid to date of such payment. After five (5) years, the maker may at its option increase the amount of said payments, or may make additional or further payments on the principal balance then due, or may pay in full at any time the principal balance then due, all without a penalty or additional charge, save and except for any interest then due, and any additional payments made shall be credited as of the date of such payment, and interest shall accrue only upon the remaining balance of the indebtedness.

The maker hereby waives presentment for payment, notice of dishonor, protest and notice of protest of non-payment of this Note, and all defenses on the grounds of any extension of time of payment that may be given by the holders.

If any default be made in any such installment payment of principal or interest, and such default is not cured and made good within thirty-five (35) days in the manner and after the notice specified in N.R.S. 107.080, as in effect on the date of this Note, then, at the option of the holder of this Note, the entire unpaid principal balance hereof, together with all accrued interest and other sums payable hereunder and under the terms of the security herefor shall become immediately due and payable in full, although the time of maturity expressed in this Note shall not have arrived.

The maker and any endorsers of this Note further agree to pay all costs of collection including any reasonable attorney fees incurred in case payment shall not be made as herein provided.

A Deed of Trust of even date secures the payment of the indebtedness evidenced by this Note.

APPROVED:

Herbert R. Hawkins
HERBERT R. HAWKINS

COMSTOCK TUNNEL AND DRAINAGE COMPANY

By: *James B. Adams, President*

COCCOCHIA, DI GRAZIA & MARVE
ATTORNEYS AT LAW
1575 S. MAIN STREET, SUITE 200
ELKO, NEVADA 89801
(702) 735-0001

BOOK 161 PAGE 003

EXHIBIT A

76514

DEED OF TRUST

THIS DEED OF TRUST, made this 8th day of September 1980, by and between COMSTOCK TUNNEL AND DRAINAGE COMPANY, a Delaware corporation, hereinafter called "Grantor," and FRONTIER TITLE COMPANY, as Trustee, and HERBERT R. HAWKINS, an unmarried man, hereinafter called "Beneficiary," it being specifically understood that any and all references to the words "Grantor" and "Beneficiary" shall include the masculine, feminine, and neuter genders, and singular and plural, as indicated by the context and number of parties hereto;

W I T N E S S E T H:

That Grantor hereby grants, transfers, and assigns to the Trustee in trust, with power of sale, all of the following described real property situate in the County of Eureka, State of Nevada, more particularly described as follows, to-wit:

Lots 1 and 2 of Block 23, of the Town of Eureka, State of Nevada.

EXCEPTING THEREFROM all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, reserved by the UNITED STATES OF AMERICA in Patent recorded December 19, 1947, in Book 23, Page 226, Deed Records, Eureka County, Nevada.

SUBJECT TO any and all exceptions, reservations, restrictions, restrictive covenants, assessments, easements, and rights of way of record.

TOGETHER WITH all improvements situate thereon.

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the same unto the said Trustee and its successors, in trust, to secure the performance of the following obligations and payments of the following debts:

ONE: Payment of an indebtedness evidenced by a certain Promissory Note dated September 8 1980, in the principal amount of SIXTY ONE THOUSAND AND 00/100 DOLLARS (\$61,000.00), with interest thereon, expenses, attorney fees and other payments therein provided, executed and delivered by the Grantor payable to the Beneficiary, or order, and any and all extensions or renewals thereof, which Note is made a part hereof.

TWO: Payment of all other sums with interest thereon becoming due and payable under the provisions hereof to either Trustee or Beneficiary.

THREE: Payment, performance, and discharge of each and every obligation, covenant, promise and agreement of Grantor herein or in said Note contained and of all renewals, extensions, revisions and amendments of the above-described Note and any other indebtedness or obligation secured hereby.

EXHIBIT B

BOOK 15 PAGE 004

FA 10824-111

To protect the security of this Deed of Trust, it is agreed as follows:

1. The following covenants, Nos. 1, 2 (\$61,000.00), 3, 4 (10%), 5, 6 (which covenant is deemed to include and apply to all conditions, covenants and agreements contained herein in addition to those adopted by reference, and to any and all defaults or deficiency in performance of this Deed of Trust), 7 (reasonable), and 8 and 9 of N.R.S. 107.030, are hereby adopted and made a part of this Deed of Trust.

2. All payments secured hereby shall be paid in lawful money of the United States of America.

3. The Beneficiary and any persons authorized by the Beneficiary shall have the right to enter upon and inspect the premises at all reasonable times.

4. In case of condemnation of the property subject hereto, or any part thereof, by paramount authority, all of any condemnation award to which the Grantor shall be entitled less costs and expenses of litigation is hereby assigned by the Grantor to the Beneficiary, who is hereby authorized to receive and receipt for the same and apply such proceeds as received toward the payment of the indebtedness hereby secured, whether due or not.

5. Any notices to be given Grantor shall be given by registered or certified mail to Grantor at the address set forth near the signature in this Deed of Trust, or at such substitute address as Grantor may designate in writing duly delivered to Beneficiary and to Trustee, and such address set forth in this Deed of Trust, or such substitute address as is designated in writing duly served as aforesaid, shall be deemed conclusively to be the correct address of Grantor, for all purposes in connection with said Deed of Trust, including, but not limited to, giving of notices permitted or required by statute to be mailed to Grantor.

6. All the provisions of this instrument shall inure to the benefit of and bind the heirs, legal representatives, successors, and assigns of each party hereto respectively as the context permits. All obligations of each Grantor hereunder shall be joint and several.

7. It is expressly agreed that the trusts created hereby are irrevocable by the Grantor.

8. The Grantor shall properly care for, protect and keep the property and all landscaping, buildings and improvements thereon in at least the same state and condition of repair and order as it is on the date of the execution of this Deed of Trust, and not remove, damage or demolish any buildings or other improvements on the property unless the Beneficiary gives prior consent thereto, or the building or improvement is immediately replaced with one of equal or more value.

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

ATTEST:

J.P. Bacon
Secretary

COMSTOCK TUNNEL AND DRAINAGE COMPANY,
A Delaware corporation

By: *James A. Seligson* President

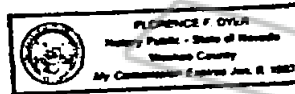
GOODENEAL D'ORAZIA & MARVEL
ATTORNEYS AT LAW
SUNSHINE BUILDING, SUITE 2000
1770 S. BOND STREET, P.O. BOX 1000
SPRINGFIELD, NEVADA 89501
ADDRESS: P.O. Box 431
Virginia City, NV
BOOK 27 PAGE 31 -2-

EXHIBIT B BOOK 161 PAGE 005

STATE OF NEVADA)
COUNTY OF WASHOE) ss.

On this 26th day of August, 1980, personally appeared before me, a Notary Public, Jerry C. Dyer, known to me to be the President of COMSTOCK TUNNEL AND DRAINAGE COMPANY, a Delaware corporation, that executed the within instrument, and known to me to be the person who affixed his name thereto, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Jerry C. Dyer
NOTARY PUBLIC



RECORDED AT REQUEST OF
FRONTIER TITLE COMPANY
BOOK 87 PAGE 30

80 SEP 8 P 1: 38

OFFICIAL RECORDS
CLERK A. DIAMON CORNER
FLEW 1001
FEE \$ 5.00

BOOK 87 PAGE 32

BOYCOCKEAL DIERAZIA & MARVEL
ATTORNEYS AT LAW
SUITE 200, 1000 W. WASHOE BLVD.
SPRING VALLEY, NEVADA 89415
702-735-0001

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EXHIBIT B

BOOK 16 | PAGE 06

ENDORSEMENT TO PROFESSORI NOTE

Dated 12-27-83, wherein Comstock Tunnel and Drainage Company,
a Delaware Corporation is the "Payor" and Herbert R. Hawkins
is the "Payee", in the original face amount of \$2,600.00
which is secured by a Security Agreement dated 09-08-1980
wherein "Payor" above-named is the "Trustor", Herbert R. Hawkins
is the "Trustee", for "Payee" above-named as "Beneficiary", said
Security Agreement recorded on 09-08-1980, in the Official
Records of Eureka County, State of Nevada, in Book
87, Page 34, as Document NO.76515, to-wit:

PAY TO THE ORDER OF
Western Thrift of Nevada
1755 Vassar Street
Reno, Nv. 89522

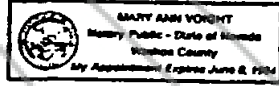
DATED this 27th day of December, 1983

Herbert R. Hawkins
Herbert R. Hawkins
Carla Henriksen
Western Thrift of Nevada/WITNESS

STATE OF NEVADA)
) ss
COUNTY OF Washoe)

On this 27th day of December, 1983, personally appeared
before me, a Notary Public, Herbert R. Hawkins and
Western Thrift of Nevada/Carla Henriksen
known to me to be the person (s) described in and who acknowledged
that they executed the foregoing instrument.

Mary Ann Voight
Notary Public



BOOK 161 PAGE 007

EXHIBIT C

SECURITY AGREEMENT

A. CREATION OF SECURITY INTEREST: The undersigned, CONSTOCK TUNNEL AND DRAINAGE COMPANY, a Delaware corporation, herein referred to as "Debtor," hereby grants to HERBERT R. HAWKINS, an unmarried man, of Elko, Nevada, hereinafter referred to as the "Secured Party," a security interest in the collateral pursuant to the Nevada Uniform Commercial Code-Secured Transactions.

B. OBLIGATIONS SECURED: The obligations secured hereby are:

- (1) A Promissory Note dated September 8, 1980; and
- (2) Any and all debts, obligations and liabilities of Debtor to Secured Party heretofore, now or hereafter made, incurred, or created, whether voluntary or involuntary, liquidated or unliquidated, determined or undetermined, matured or not matured, contingent or absolute; and
- (3) The expenses and costs incurred or paid by Secured Party in the preservation and enforcement of the rights of Secured Party and the duties of Debtor hereunder, including, but not by way of limitation, attorneys' fees, court costs, witness fees, expert witness fees, collection costs, and costs and expenses incurred by Secured Party in performing for Debtor on account of any obligation of Debtor, and all costs of retaking, storing, holding, preparing for sale, and selling the collateral.

C. DESCRIPTION OF COLLATERAL:

- (1) See Exhibit A, attached hereto and incorporated herein by reference;
- (2) All after-acquired property of the Debtor of the same description or kind with all substitution, increases, additions, repairs, and accessories thereto.

D. TERMS AND CONDITIONS:

(1) Taxes, Assessments and Liens: Debtor agrees to pay prior to delinquency, all taxes, charges, liens, and assessments against the collateral, and upon the failure of Debtor to do so, Secured Party may, at his option, pay any of the same, and shall be the sole judge of the legality or validity thereof and the amount necessary to discharge the same. Debtor shall reimburse Secured Party on demand for any amounts paid by Secured Party hereunder, together with interest thereon at the rate of 10 percent (10%) per annum, which shall be secured by this Security Agreement.

(2) Definition of Default: The occurrence of any of the following shall be a default under this Agreement: (a) failure to pay when due any obligation secured hereby; (b) failure to perform any other obligation secured hereby when the same should be performed; (c) breach of any warranty, agreement, covenant, or representation contained herein; (d) filing of a petition by or against Debtor under any state or federal law relating to the relief of Debtor; (e) attachment or levy on any property of Debtor; (f) default by the Debtor in the performance of this Security Agreement; (g) the sale, or other disposal of the collateral or any part thereof, except by trade-in for collateral of at least the same nature and quality; (h) the giving by Debtor to any third person of a security interest in the collateral or any after acquired collateral of the same description.

(3) Acceleration: Subject to such notice as is required by the terms of the Note secured hereby, upon the happening of any event which permits acceleration under the terms of said Note or upon the occurrence of any default under said Note or hereunder, Secured Party may, at his option, declare immediately due and payable all obligations of Debtor to Secured Party, and the same shall thereupon become immediately due and payable without further notice to or demand on Debtor.

(4) Remedies: Secured Party shall have all rights and remedies provided by the Uniform Commercial Code in effect in Nevada. The rights, powers and remedies given to Secured Party by this Agreement shall be in addition to all rights, powers and remedies given to Secured Party by virtue of any statute or rule of law. Any forbearance or failure or delay by Secured Party in exercising any right, power or remedy shall not be deemed to be a waiver of any other right, power or remedy, nor as a continuing waiver.

(5) Liability: In all cases where this Agreement is executed by more than one person as Debtor, all reference to Debtor shall be construed to include the plural and the obligations and agreements of Debtors are joint and several.

(6) Power of Attorney: Debtor appoints Secured Party the attorney in fact of Debtor to prepare, sign, file, and file for record this Agreement, a financing statement, or statements, application for registration or certificate of ownership or title, and like papers, and to take any other action deemed necessary, useful or desirable by Secured Party to perfect Secured Party's security interest hereunder.

(7) Insurance: The collateral will be insured against risks of theft, fire, collision, casualty, with extended coverage, as appropriate to the type of property in the amount of at least \$65,000. In such companies as shall be satisfactory to Secured Party, and Debtor, with both Debtor and Secured Party as named insureds thereunder as their interest may appear, with duplicate policies deposited with Secured Party. Debtor agrees to pay when due and before delinquent, all premiums on said policies of insurance. If Debtor should fail to procure and maintain said insurance policies, Secured Party may procure and maintain them, at the option of Secured Party. Any sums advanced by Secured Party hereunder shall be payable to Secured Party on demand with interest thereon at ~~Five~~ ^{Fifteen} percent (15) per annum, and shall be secured by this Security Agreement.

(8) Location of Collateral: Debtor acknowledges, represents, and warrants that all collateral, now or hereafter acquired, will be kept on the Debtor's property purchased from the Secured Party, and will not be removed therefrom without the prior written consent of the Secured Party.

(9) Use and Protection of Collateral: The collateral will be used so as to avoid damage or destruction thereto, reasonable wear and tear excepted. The Debtor will keep the collateral free and clear of all liens, encumbrances, security interests and claims of third parties. Debtor will maintain the collateral in at least the same condition and repair as when sold to the Debtor by the Secured Party.

(10) Proceeds: Proceeds are claimed.

(11) Time: Time is of the essence of this Agreement.

SOICOSCHEN & GRATA & MARVEL
ATTORNEYS AT LAW
SUITE 200
1075 S. MAIN STREET, P. O. BOX 1200
ELKO, NEVADA 89601
(702) 738-0001

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BOOK 161 PAGE 009

EXHIBIT D

(12) Binding Effect: Except as otherwise expressly provided to the contrary herein, this Agreement shall inure to the benefit of and be binding upon the heirs, assigns, transferees, personal representatives and successors in interest of the parties hereto.

(13) Entire Agreement: This Agreement and papers representing the obligations secured hereby are the entire Agreement of the parties, and all prior negotiations are merged herein.

(14) Notices: Any notice which Secured Party deems necessary, useful, or desirable to give Debtor or required by the Nevada Uniform Commercial Code may be given by depositing the notice or a copy thereof in the United States mails addressed to Debtor at the address shown below. Receipt thereof by Debtor is conclusively presumed on the business day next following the dispatch thereof. The requirements of reasonable notice shall be met if mailed at least fifteen (15) days before the time of any sale or disposition.

(15) Secured Party's Right of Access: Secured Party and his officers, agents, employees, servants, and attorneys, shall have the right of access to Debtor's property at all reasonable times and places for the purpose of inspecting the collateral, and to determine performance of this and all other Agreements and documents between these parties securing the obligations secured hereby.

(16) Sales of Collateral: Debtor shall not sell, lease, encumber, or give security interests in the collateral or any part thereof without the prior written consent of Secured Party.

(17) Disposition of Proceeds of Sales: In the event of any default hereunder, then upon any request by Secured Party, cash proceeds of sales by Debtor shall be immediately paid to Secured Party in the form received by Debtor, and all non-cash proceeds of sales by Debtor shall be delivered to Secured Party.

(18) Debtor warrants that except for the security interest herein granted, Debtor is the owner of the collateral free of all liens, encumbrances and security interest given by Debtor, except accruing taxes; that Debtor will defend the collateral against all claims and demands of all persons; that no financing statements covering any collateral, or any proceeds thereof, has been given by Debtor or filed pursuant to the Nevada Uniform Commercial Code.

Signed in duplicate on this 9th day of September 1980.

DEBTOR:

COMSTOCK TUNNEL AND DRAINAGE COMPANY

By: James A. Ackerman, President

ADDRESS: P. O. Box 413
Virginia City, NV

ATTEST:

J. B. Baer
Secretary

SECURED PARTY:

Herbert R. Hawkins
HERBERT R. HAWKINS

ADDRESS: 651 Bullion Rd.
Elko, Nevada 89801

GONCOECHEA, DIGRAZIA & MARVEL
ATTORNEYS AT LAW
ELKO BRANDED, SUITE 200
1075 S. MAIN STREET - P. O. BOX 1100
ELKO, NEVADA 89801
(702) 738-0001

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BOOK 161 PAGE 10

EXHIBIT D

EXHIBIT A

Goods and Chattels situate on the premises of the property known as BROWN HOTEL, in Eureka, County of Eureka, State of Nevada:

IN RESTAURANT AREA

Cigar Counter Cabinet
Glass Showcase
Stainless Steel Sink
Cooler
Freezer
Counter and 12 Chairs
Coffee Machine
3 Tables
2 Bar Stools

IN SALOON AREA

Bar and Cabinets
Bar Equipment (Miscellaneous)
12 Bar Stools
3 Tables
Refrigerator

IN GROUND FLOOR APARTMENTS

11 Chairs
1 Table
1 Kitchen Table

IN UPSTAIRS ROOMS

9 Dressers
14 Beds w/Mattresses
24 Chairs
4 Tables

EXTERIOR AND INTERIOR

Any and all other items of personal property on the premises on date of inspection June 28, 1980.

COICOECHA, IGBRAZIA & MARVEL
ATTORNEYS AT LAW
SUNSET SQUARE
1000 S. GRAND STREET, SUITE 100
EUREKA, NEVADA 89001
(702) 732-0001

BOOK 161 PAGE 111

EXHIBIT D

This FINANCING STATEMENT is prepared for filing pursuant to the Nevada Uniform Commercial Code.

1. DEBTOR LAST NAME (PRINT)	12. SOCIAL SECURITY IDENTIFICATION NO.
CONSTOCK TUNNEL AND DRAINAGE COMPANY, a Delaware corporation	94-166746B
11. MAILING ADDRESS	10. ZIP CODE
Virginia City, NV	89701
11. RESIDENT ADDRESS (IF AN INDIVIDUAL AND DIFFERENT THAN 11.1)	10.1 ZIP CODE

2. ADDITIONAL DEBTOR(S) (AND LAST NAME(S))	24. CREDITORS' RECEIPT (SEE INSTRUCTIONS)
21. MAILING ADDRESS	20. CITY, STATE
21. RESIDENT ADDRESS (IF AN INDIVIDUAL AND DIFFERENT THAN 21.1)	20.1 CITY, STATE

3.1 DEBTOR(S) TRADE NAME OR STYLE (IF ANY)	3A. FEDERAL TAX NO.
CONSTOCK TUNNEL AND DRAINAGE COMPANY, a Delaware corporation	
4.1 ADDRESS OF DEBTOR(S) CHIEF PLACE OF BUSINESS (IF ANY)	4A.1 CITY, STATE
651 Bullion Rd, Virginia City, NV	
4B. ZIP CODE	

5. SECURED PARTY	6A. UTM NUMBER (SEE INSTRUCTIONS)
NAME: Herbert R. Hawkins	
ADDRESS: 651 Bullion Rd	
CITY: Virginia City, Nevada	89701
6. ASSIGNOR OF SECURED PARTY (IF ANY)	6A. UTM NUMBER (SEE INSTRUCTIONS)

7. THIS FINANCING STATEMENT covers the following types of items of property (if crops or timber, include description of real property on which growing or to be grown and name of record owner of such real estate; if fixtures, include description of real property to which affixed or to be affixed and name of record owner of such real estate; if oil, gas or minerals, include description of real property from which to be extracted; furniture and fixtures as described on Exhibit A, which is attached hereto and incorporated herein by reference, located on real property situated in the County of Eureka, State of Nevada, described as follows:
--

Lots 1 and 2 of Block 23 of the Town of Eureka, State of Nevada, as trustee FRONTIER TITLE COMPANY, as trustee under deed of trust given by Debtor.

8.1 <input type="checkbox"/> Goods	8.2 <input type="checkbox"/> Instruments	8.3 <input type="checkbox"/> Chattel	8.4 <input type="checkbox"/> Intangible	8.5 <input type="checkbox"/> Mixture	8.6 <input type="checkbox"/> Other
------------------------------------	--	--------------------------------------	---	--------------------------------------	------------------------------------

9. DATE OF FINANCING STATEMENT	10.1.1 DATE OF FILING OFFICER'S RECEIPT
September 8, 1980	
11. SIGNATURE OF DEBTOR(S)	10.1.2 UCC FILE NO.
HERBERT R. HAWKINS, Secured Party	824
12. SIGNATURE (S) OF SECURED PARTY (S)	10.1.3 FILED THIS 8TH DAY OF SEPTEMBER, 1980 AT 4:48 P.M. IN THE RECORDS OF EUREKA COUNTY, NEVADA
	<i>William McLaughlin</i>

13. RETURN COPY TO	14. FILING FEES
NAME: DeCocher, DiGrazia & Marvel	SEE INSTRUCTIONS
ADDRESS: P.O. Box 1358	
CITY, STATE: Eureka, Nevada 89801	
AND ZIP	

Eureka County Recorder
7651616

EXHIBIT

EXHIBIT A

Goods and Chattels situate on the premises of the property known as BROWN HOTEL, in Eureka, County of Eureka, State of Nevada:

IN RESTAURANT AREA

Cigar Counter Cabinet
Glass Showcase
Stainless Steel Sink
Cooler
Freezer
Counter and 12 Chairs
Coffee Machine
3 Tables
2 Bar Stools

IN SALOON AREA

Bar and Cabinets
Bar Equipment (Miscellaneous)
12 Bar Stools
3 Tables
Refrigerator

IN GROUND FLOOR APARTMENTS

11 Chairs
1 Table
1 Kitchen Table

IN UPSTAIRS ROOMS

9 Dressers
14 Beds w/Mattresses
24 Chairs
4 Tables

EXTERIOR AND INTERIOR

Any and all other items of personal property on the premises on date of inspection June 28, 1980.

EXHIBIT E

BOYCOE NEAL, D-GRAZIA & MARVEL
ATTORNEYS AT LAW
CLARK BUILDING, SUITE 200
475 S. MAIN STREET - P. O. BOX 1700
ELIAB, NEVADA 89501
(702) 733-0001

BOOK 161 PAGE 13

ASSIGNMENT OF SECURITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Herbert B. Hawkins
 for and in consideration of the sum of ten dollars (\$10.00), and
 other good and valuable consideration by _____ received, the
 receipt whereof is hereby acknowledged, do/does hereby transfer,
 sell, assign, set over and convey unto Western Thrift of Nevada
 ALL his right, title and interest in and to that is certain
 Security Agreement wherein Comstock Tunnel and Drainage Company
 is Trustor, to Herbert B. Hawkins
 AS Trustee, for the undersigned as Beneficiary, which Security agreement
 was recorded on 09-08-1960 in the office of the County recorder of
Eureka County, State of Nevada, in Book 87 Page 34
 as Document No. 76575, as said Security agreement affects that
 certain goods and chattels situate on the premises of the property
 known as Brown Hotel, in the City of Eureka, County of
Eureka, State of Nevada, and is further described on that
 certain exhibit marked "Exhibit A", attached hereto and by this
 reference made apart hereof.

TOGETHER WITH all and singular the right, title and interest
 of the undersigned in and to the herein described Promissory Note
 of even date with said Security Agreement and described therein,
 together with the monies due and to become due upon said Herbert B.
 Hawkins, as though He is
 the named Beneficiary in said Security agreement, and hereby further
 grant and assign unto the said Western Thrift of Nevada
 the rights that the undersigned now has or may hereafter acquire in
 connection with any and all provisions, terms and conditions contained
 in said Security Agreement.

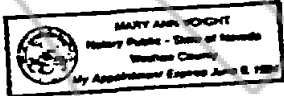
IN WITNESS WHEREOF, the undersigned has/have executed this
 assignment this 27th day of December, 1981.

Herbert B. Hawkins
 Herbert B. Hawkins
Darla Dennis
 Western Thrift of Nevada WITNESS

STATE OF NEVADA)
) ss
 COUNTY OF Washoe)

On this 27th day of December, 1981, personally appeared
 before me, a Notary Public, Herbert B. Hawkins and
Western Thrift of Nevada/Darla Dennis
 KNOWN TO ME TO BE THE PERSON (S) described in and who acknowledged
 that they executed the foregoing instrument.

Mary Ann Wright
 NOTARY PUBLIC



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 EXHIBIT F INDEX 19 PAGE 100

824 RV-23

EXHIBIT A

Goods and Chattels situate on the premises of the property known as BROWN HOTEL, in Eureka, County of Eureka, State of Nevada:

IN RESTAURANT AREA

Cigar Counter Cabinet
Glass Showcase
Stainless Steel Sink
Cooler
Freezer
Counter and 12 Chairs
Coffee Machine
3 Tables
2 Bar Stools

IN SALOON AREA

Bar and Cabinets
Bar Equipment (Miscellaneous)
12 Bar Stools
3 Tables
Refrigerator

IN GROUND FLOOR APARTMENTS

11 Chairs
1 Table
1 Kitchen Table

IN UPSTAIRS ROOMS

9 Dressers
14 Beds w/Mattresses
24 Chairs
4 Tables

EXTERIOR AND INTERIOR

Any and all other items of personal property on the premises on date of inspection June 28, 1980.

RECORDED AT REQUEST OF
FIRST AMERICAN TITLE CO. OF NEVADA
BOOK 113 PAGE 282

83 DEC 30 AM: 82

OFFICIAL REC'D
EUREKA COUNTY, NEVADA
PUBLIC RECORDS SECTION
FILE NO. 81628
11/16/80

EXHIBIT F

BOOK 16 PAGE 15
BOOK 15 PAGE 101

RECORDED AT REQUEST OF
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BUSY 161 PAGE 001

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OFFICIAL RECORDS
SUREMA COUNTY, NEVADA
11th. REBALE ATL. REC. DEPT.
FILE NO. 110366
FEE \$ 22.00

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