

110584

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

ASSIGNMENT OF PROMISSORY NOTE, DEED OF TRUST,  
SECURITY AGREEMENT AND FINANCING STATEMENT

KNOW ALL MEN BY THESE PRESENTS: That Herbert R. Hawkins, 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 his 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 Security Agreement executed September 8, 1980 by Comstock Tunnel and Drainage Company, a copy of which is attached hereto as Exhibit C; and 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 D.

Together with all and singular the right, title and interest of Herbert R. Hawkins 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 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, Herbert R. Hawkins 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 Herbert R. Hawkins 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.

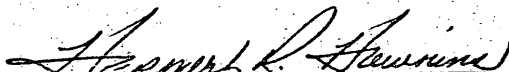
IN WITNESS WHEREOF, Herbert R. Hawkins has executed this assignment on

HAASE AND HARRIS  
ATTORNEYS AND COUNSELORS AT LAW  
1121 LAKESIDE DRIVE, SUITE 240  
POST OFFICE BOX 70250  
RENO, NEVADA 89570-0250  
(702) 825-4300

1.

BOOK 161 PAGE 281

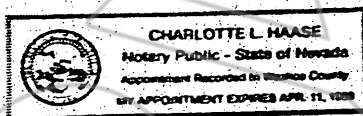
this 31st day of July, 1987.

  
Herbert R. Hawkins

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

On this 31st day of July, 1987, personally appeared before me, a Notary Public, Herbert R. Hawkins who acknowledged that he executed the foregoing instrument.

  
Charlotte L. Haase  
Notary Public



2.

BOOK 16 | PAGE 282

HAASE AND HARRIS  
ATTORNEYS AND COUNSELORS AT LAW  
8121 LAKESIDE DRIVE, SUITE 240  
POST OFFICE BOX 70250  
RENO, NEVADA 89570-0250  
(702) 825-4300

## PROMISSORY NOTE

\$61,000.00

September 8, 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 fee 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. Schuyler, President*

GOICOECHEA, DI GRAZIA &amp; MARVEL

ATTORNEYS AT LAW

SLOAN BUILDING, SUITE 200  
FIFTH & HIGGINS STREETS - P. O. BOX 1280  
ELKO, NEVADA 89601

(702) 738-8061

BOOK 161 PAGE 283

EXHIBIT A



76514

## DEED OF TRUST

THIS DEED OF TRUST, made this 21st 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;

## WITNESSETH:

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 thereto 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.

GONCOECHEA, DI GRAZIA &amp; MARVEL

ATTORNEYS AT LAW

ELKO BUILDING, SUITE 200  
FORTH & THIRD STREETS - P. O. BOX 1280  
ELKO, NEVADA 89601  
(702) 758-0051

BOOK 87 PAGE 30

BOOK 161 PAGE 284

EXHIBIT B

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 H.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. Bauer*  
Secretary

COMSTOCK TUNNEL AND DRAINAGE COMPANY,  
A Delaware corporation

By: *James H. Schuyler* President

GOICOECHEA, DIGRAZIA & MARVEL

ATTORNEYS AT LAW

ELKNO BUILDING, SUITE 800

50TH & SECOND STREETS - P. O. BOX 1534

ELKNO, NEVADA 89401

ADDRESS: P. O. Box 431  
Virginia City, NV

BOOK 87 PAGE 31 -2-

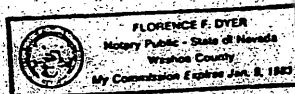
BOOK 161 PAGE 285

EXHIBIT B

STATE OF NEVADA )  
 ) ss.  
COUNTY OF WASHOE )

On this 26<sup>th</sup> day of August, 1980, personally appeared before me, a Notary Public, James P. 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.

James P. Dyer  
NOTARY PUBLIC



RECORDED AT REQUEST OF  
FRONTIER TITLE COMPANY,  
BOOK 87 PAGE 30

80 SEP 8 P 1: 38

OFFICIAL RECORDS  
EUROPA LODGE, NEVADA  
WILLIS A. DIXON, CLERK  
FILE # 76517  
FEE \$ 5.00

BOOK 87 PAGE 32

GONCOECHEA, D'GRAZIA & MARVEL  
ATTORNEYS AT LAW  
BLOOM BUILDING, SUITE 100  
400 S. MAIN STREET - P.O. BOX 600  
ELKO, NEVADA 89601  
(702) 738-0001

-3-

BOOK 161 PAGE 286

EXHIBIT D



SECURITY AGREEMENT

A. CREATION OF SECURITY INTEREST: The undersigned, COMSTOCK 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.

GOICOECHEA, DIGRAZIA & MARVEL  
ATTORNEYS AT LAW  
RUBEN GOICOECHEA, DUYE GOO  
FUTY & GRAY STRIETS - P. O. BOX 1358  
ELKO, NEVADA 89601  
(702) 750-5001

EXHIBIT C BOOK 161 PAGE 287

(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~~ percent (5) 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.

GOICOCHEA, DIGRAZIA & MARVEL  
ATTORNEYS AT LAW  
SUNSHINE BUILDING, SUITE 200  
FIFTH & ISLAND STREETS - P.O. BOX 1888  
ELKO, NEVADA 89801  
(702) 726-8091

-2-

EXHIBIT BOOK 161 PAGE 288



(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 26th day of September 1980.

DEBTOR:

CONSTOCK TUNNEL AND DRAINAGE COMPANY

By: James A. Pileggi, President

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

ATTEST:

J. B. Bacer

Secretary

SECURED PARTY:

Herbert R. Hawkins

HERBERT R. HAWKINS

ADDRESS: 651 Bullion Rd.  
Elko, Nevada 89801

GOICECHEA, DIGRAZIA & MARVEL

ATTORNEYS AT LAW  
SUITE 200  
507 N. MAIN STREET - P. O. BOX 1200  
ELKO, NEVADA 89801  
(702) 734-8081

-3-

EXHIBIT C

BOOK 161 PAGE 289

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  
1 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.

GOICOCHEA, DIGRAZIA & MARVEL  
ATTORNEYS-AT-LAW  
SLOAN BUILDING, SUITE 200  
FIFTH & GRAND STREETS, P. BOX 1200  
ELKO, NEVADA 89801  
(702) 738-8081

BOOK 161 PAGE 290

EXHIBIT C



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

|   |  |  |                              |
|---|--|--|------------------------------|
| DEBTOR (LAST NAME FIRST)<br><b>STOCK TUNNEL AND DRAINAGE COMPANY, a Delaware corporation</b>  |  | 1A. SOCIAL SECURITY OR FEDERAL TAX NO.<br><b>94-1667468</b>            |                              |
| B. MAILING ADDRESS<br><b>P.O. Box 1358</b>  |  | 1C. CITY, STATE<br><b>Virginia City, NV</b>                            | 1D. ZIP CODE<br><b>89401</b> |
| E. RESIDENCE ADDRESS (IF AN INDIVIDUAL AND DIFFERENT THAN 1C)<br><b>P.O. Box 1358</b>   |  | 1F. CITY, STATE<br><b>Virginia City, NV</b>                            | 1G. ZIP CODE<br><b>89401</b> |
| 2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST)   |  | 2A. SOCIAL SECURITY OR FEDERAL TAX NO.                                 |                              |
| 2B. MAILING ADDRESS   |  | 2C. CITY, STATE  | 2D. ZIP CODE                 |
| 2E. RESIDENCE ADDRESS (IF AN INDIVIDUAL AND DIFFERENT THAN 2C)  |  | 2F. CITY, STATE  | 2G. ZIP CODE                 |
| 3. DEBTOR(S) TRADE NAME OR STYLE (IF ANY)<br><b>STOCK TUNNEL AND DRAINAGE COMPANY, a Delaware corporation</b>   |  | 3A. FEDERAL TAX NO.  |                              |
| 4. ADDRESS OF DEBTOR(S) CHIEF PLACE OF BUSINESS (IF ANY)<br><b>P.O. Box 1358 Virginia City, NV</b>  |  | 4A. CITY, STATE  | 4B. ZIP CODE<br><b>89401</b> |
| 5. SECURED PARTY<br>NAME: <b>Herbert R. Hawkins</b><br>MAILING ADDRESS: <b>651 Bullion Rd.</b><br>CITY: <b>Elko</b> STATE: <b>Nevada</b> ZIP CODE: <b>89801</b> |  | 5A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO. |                              |
| 6. ASSIGNEE OF SECURED PARTY (IF ANY)<br>NAME:<br>MAILING ADDRESS:<br>CITY: STATE: ZIP CODE:  |  | 6A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO. |                              |

7. This FINANCING STATEMENT covers the following types or 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 situate 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;  
FRONTIER TITLE COMPANY, as Trustee  
under Deed of Trust given by Debtor

|   |   |   |   |   |  |
|---|---|---|---|---|--|
| RECORD OWNER OF REAL PROPERTY   |   |   |   | 7B. MAXIMUM AMOUNT OF INDEBTEDNESS TO BE SECURED AT ANY ONE TIME (OPTIONAL) |  |
| 8. <input checked="" type="checkbox"/> Check <input type="checkbox"/> Proceeds of collateral are also covered | 9. <input type="checkbox"/> Proceeds of collateral are also covered | 10. <input type="checkbox"/> Proceeds of above described original collateral in which a security interest was perfected | 11. <input type="checkbox"/> Collateral was brought into this State or subject to security interest in another jurisdiction |   |  |

(Date) **September 8** - 1980  
**CONSTOCK TUNNEL AND DRAINAGE COMPANY,**  
a Delaware corporation,

By: HERBERT R. HAWKINS, Secured Party (TITLE)  
By: \_\_\_\_\_ (TITLE)

11. Return Copy to  
NAME: **Goicoechea, DiGrazia & Marvel**  
ADDRESS: **P.O. Box 1358**  
CITY, STATE: **Elko, Nevada 89801**  
AND ZIP

10. This Space for Use of Filing Officer.  
(Date, Time, File Number and Filing Office)

**UCC FILE NO. 824**

**FILED THIS 8TH DAY OF SEPTEMBER, 1980, AT 40 MINS. PAST 1 P.M., RECORDS OF EUREKA COUNTY, NEVADA**

*William de Paul*  
Eureka County Recorder

**EXHIBIT D BOOK 161 PAGE 291**

**7633516**

FILING FEES SEE INSTRUCTIONS

Approved by the Nevada Secretary of State

(4) FILE COPY - SECURED PARTY



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 THE REQUEST OF  
*Haase and Harris*  
BOOK 161 PAGE 281

87 Aug 11 P147

OFFICIAL RECORDS  
EUREKA COUNTY, NEVADA  
PLN. REG. & CLERK  
FILE NO. 110584  
FEE \$ 16.00

EXHIBIT D

GOICOECHEA, DICRAZIA & MARVEL  
ATTORNEYS AT LAW  
SUITE 200, 1000 N. 2ND ST.  
EUREKA, NEVADA 89401

BOOK 161 PAGE 292