

119979

DEED OF TRUST

THIS DEED OF TRUST, made this 28th day of June, 1988, by and between EDWARD T. DALTON, an unmarried man, as Grantor, and FIRST AMERICAN TITLE COMPANY OF NEVADA, as Trustee, and JOSEPH NORMAN REBALEATI and MAXINE REBALEATI, husband and wife, and MICHAEL N. REBALEATI, a married man, all as joint tenants, as Beneficiaries,

W I T N E S S E T H:

That said Grantor hereby grants, conveys, and confirms unto said Trustee in trust with power of sale, the following described real property situate in the County of Eureka, State of Nevada, to-wit:

Lots 1, 2 and 3 in Block 44 as shown on the official map or plat of the TOWNSITE OF EUREKA, on file in the office of the County Recorder, Eureka County, 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, whether or not of commercial value lying in and under said land as reserved by the UNITED STATES OF AMERICA, recorded December 19, 1947, in Book 23 at Page 226 of Deed Records, Eureka County, Nevada.

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

TOGETHER WITH all improvements now thereon or which may hereafter be placed or constructed thereon or affixed in any way to the property.

PUCCINELLI & PUCCINELLI
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
217 FIRST INTERSTATE BANK BUILDING
P. O. BOX 530
ELKO, NEVADA 89801
(702) 738-7293

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See BK. 147 pg. 230 for Notice of Breach & Default & Election To Sell

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and also all of the estate, right, title and interest, homestead or other claim or demand, in law as well as in equity, which the said Grantor now has or may hereafter acquire of, in, or to the said premises or any part thereof, with the appurtenances.

There is assigned to the Trustee as security all rents, issues and profits, present and future, but which assignment Trustee agrees not to enforce so long as Grantor is not in default in the payment of any sum or performance of any act to be made or performed hereunder, but in the event of default, Grantor hereby gives to and confers upon Beneficiaries the right, power, and authority to collect rents, issues, and profits of said property or of any personal property located thereon, with or without taking possession of the property affected hereby, reserving to Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in the performance of any agreement hereunder, to collect and retain such rents, issues, and profits as they may accrue and become payable.

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) THIRTY TWO THOUSAND AND NO/100 DOLLARS (\$32,000.00) 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

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Promissory Note or Notes for said sum executed and delivered by the Grantor to the Beneficiaries: (b) such additional amounts as may be hereafter loaned by the Beneficiaries or their successors to the Grantor, or any successor in interest of the Grantor, with interest thereon, and any other indebtedness or obligation of the Grantor, and any present or future demands of any kind or nature which the Beneficiaries, or their successors may have against the Grantor, 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.

Grantor grants to Beneficiaries 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 Grantor for which Beneficiaries may claim this Deed of Trust as security.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: The Grantor promises to properly care for and keep the property herein described in at least its present condition, order, and repair; to care for, protect, and repair all buildings and improvements situate thereon or which may hereafter be placed or constructed thereon; not to remove or

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demolish any buildings or other improvements situate thereon or hereafter placed or constructed thereon; and otherwise to protect and preserve the said premises and the improvements thereon, and not to commit or permit any waste or deterioration of such buildings and improvements or of such premises.

SECOND: The following covenants, Nos. 1, 2 (insurable value of any buildings or improvements that may now or hereafter be situate thereon); 3, 4 (interest 9% per annum), 5, 6, 7 (reasonable), 8, and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

THIRD: The rights and remedies hereby granted shall not exclude any other rights or remedies granted herein or by law, and all rights or remedies granted hereunder or permitted by law shall be concurrent and cumulative.

FOURTH: All the provisions of this instrument shall inure to, apply to, and bind the heirs, legal representatives, successors, and assigns of each party hereto respectively as the context permits.

FIFTH: 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 NRS shall be given by registered or certified letter to the Grantor at PO Box 507 Eureka NV 89316 and such notice shall be binding upon the Grantor and all assignees or grantees from the Grantor.

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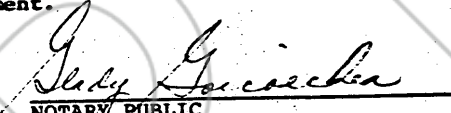
SIXTH: It is expressly agreed that the trusts created hereby are irrevocable by the Grantor.

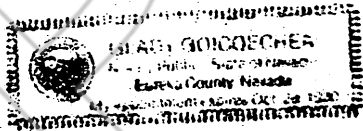
IN WITNESS WHEREOF, the Grantor has executed these presents the day and year first above written.


EDWARD T. DALTON

STATE OF NEVADA,)
COUNTY OF Eureka) ss.

On June 28, 1988, personally appeared before me, a Notary Public, EDWARD T. DALTON who acknowledged to me that he executed the foregoing instrument.


NOTARY PUBLIC



RECORDED AT THE REQUEST OF
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Michael Rebalovs
88 JUL 19 P342

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
M. M. REBALOV, RECORDER
FILE NO. FEE \$ 9.00

113979

PUCCINELLI & PUCCINELLI
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ELKO, NEVADA 89801
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