

145156

DEED OF TRUST

THIS DEED OF TRUST, made this 1st day of April, 1993, by and between ERNEST L. ALLEN, an unmarried man, as Grantor,

and FIRST AMERICAN TITLE COMPANY OF NEVADA, as Trustee, and NORBERT WALTER and EILEEN WALTER, husband and wife as joint tenants with right of survivorship and not as tenants in common, as Beneficiary.

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:

Parcel C as shown on that certain Parcel Map for NORBERT WALTER and EILEEN WALTER filed November 15, 1988 as File No. 124822, Eureka County, Nevada, located in a portion of Section 28, Township 20 North, Range 53 East, MDB&M.

EXCEPTING THEREFROM all oil and gas lying in and under said land as reserved by the UNITED STATES OF AMERICA in Patent recorded December 30, 1965 in Book 9 of Official Records at Page 422, Eureka County, Nevada.

FURTHER EXCEPTING THEREFROM one-half (1/2) of all mineral rights and all oil and gas lying in and under said land as reserved by EDWIN C. BISHOP and LETA B. BISHOP in Deed recorded August 23, 1978 in Book 65 of Official Records at Page 317, Eureka County, Nevada.

TOGETHER WITH all buildings and improvements thereon.

TOGETHER WITH all and singular the tenements, hereditaments, easements, and appurtenances thereunto belonging or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof, or of any part thereof, and, specifically, all rights, title and interest, if any, of Grantors, of,

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in, and to any streets, alleys, highways, and roads abutting the above-described premises to the center lines thereof.

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

ONE. Payment of an indebtedness evidenced by a certain

Promissory Note dated April 1, 1993, 1993 in the principal amount of EIGHT THOUSAND DOLLARS (\$8,000.00) with the 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.

TWO. Payment of such additional amounts as may be

hereafter loaned by the Beneficiary to the grantor or any successor in interest of the grantor, with interest thereon, expenses and attorney fees, and any other indebtedness or obligation of the grantor to the Beneficiary.

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

FOUR. 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 notes and any other indebtedness or obligation secured hereby.

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

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1. The Beneficiary has 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 the Beneficiary may claim this Deed of Trust as security.

2. The Grantor shall keep the property herein described in good condition, order and repair; shall not remove, demolish, neglect, or damage any buildings, fixtures, improvements, or landscaping thereon or hereafter placed or constructed thereon; shall not commit or permit any waste or deterioration of the land, buildings and improvements; and shall not do nor permit to be done anything which shall impair, lessen, diminish or deplete the security hereby given.

3. The following covenants, Nos. 1; 2 (insurable value); 3; 4 (10%); 5; 6; 7 (reasonable); 8; and 9 of N.R.S. 107.030, are hereby adopted and made a part of this Deed of Trust. In connection with Covenant No. 6, it shall be 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 deficiencies in the performance of this Deed of Trust.

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

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

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6. 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.

7. If default be made in the performance or payment of the obligation, note or debt secured hereby or in the performance of any of the terms, conditions and covenants of this Deed of Trust, or the payment of any sum or obligation to be paid hereunder, or upon the occurrence of any act or event of default hereunder, Beneficiary may declare all notes, debts and sums secured hereby or payable hereunder immediately due and payable although the date of maturity has not yet arrived.

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

9. All the provisions of this instrument shall inure to 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. The word "Grantor" and any reference thereto shall include the masculine, feminine and neuter genders and the singular and plural, as indicated by the context and number of parties hereto.

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10. Any notice given to Grantor under Section 107.080

of N.R.S. or in connection with this Deed of Trust shall be given by registered or certified letter to the Grantor addressed to the address set forth near the signatures on this Deed of Trust, or at such substitute address as Grantor may direct in writing to Beneficiary, and such notice shall be binding upon the Grantor and all Assignees or Grantees of Grantor.

11. 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.

GRANTOR:

ERNEST L. ALLEN

STATE OF NEVADA)
) ss.)
COUNTY OF EUREKA)

On April 9, 1993, personally appeared before me, a Notary Public, ERNEST L. ALLEN, personally known (or proved) to me to be the person whose name is subscribed to the above instrument, who acknowledged that he executed the instrument.

JOAN SHANGLE
Notary Public - State of Nevada
Appointment Recorded in Eureka County
MY APPOINTMENT EXPIRES DEC. 20, 1993



GRANTOR'S ADDRESS:

6th Street, Box 121
Eureka, NV 89316

NOTARY PUBLIC

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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Ernest L. Allen
93 APR -9 P1:21

EUREKA COUNTY, NEVADA
M.N. REBALANCE, RECORDER
FILE NO. 145156
FEE \$900

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