WHEN RECORDED MAIL TO:
SUTRO TUNNELL COMPANY
P.O. BOX 431
Virginia City, NV 89440

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

152133

ORDER NO.: _____

THIS DEED OF TRUST, made this 15TH day of March, 19 94, between

ROBERT E. WILLIAMS AND RENEE WILLIAMS, husband and wife as joint tenants, herein called TRUSTOR,

whose address is (number and street) (city) (state) (zip) and

STEWART TITLE OF CARSON CITY, a Nevada corporation, herein call TRUSTEE, and

SUTRO TUNNEL COMPANY, 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:

Lots One and Two of Block Twenty-Three of the Town of Eureka, Nevada

K.W.

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.

In the event trustor shall sell, contract to sell, or in any way divest their interest in and to the property that is the subject of this Deed of Trust Beneficiary may, at their option, declare the remaining unpaid principal balance owing on the promissory note due and payable even though the maturity date expressed in said note has not yet arrived.

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Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of the the sum of $ 95,000.00 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; and (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the ficiticious Deed of Trust recorded in the office of each County Recorder in the State of Nevada, in the book and at the page thereof, or under the document file number, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	DOC. NO.	COUNTY	BOOK	PAGE	DOC. NO.
Carson City	Off. Rec.		000-52876	Lincoln	73 Off. Rec.	248	86043
Churchill	Off. Rec.		224333	Lyon	Off. Rec.		0104086
Clark	861226 Off. Rec.		00857	Mineral	112 Off. Rec.	352	078762
Douglas	1286 Off. Rec.	2432	147018	Nye	558 Off. Rec.	075	173588
Elko	545 Off. Rec.	316	223111	Pershing	187 Off. Rec.	179	151646
Esmeralda	110 Off. Rec.	244	109321	Storey	055 Off. Rec.	555	58904
Eureka	153 Off. Rec.	187	106692	Washoe	2464 Off. Rec.	0571	1126264
Humboldt	223 Off. Rec.	781	266200	White Pine	104 Off. Rec.	531	241215
Lander	279 Off. Rec.	034	137077				

shall inure to and bind the parties hereto with respect to the property above described. Said agreement, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all pruposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount. The Beneficiary or the collecion agent appointed by him may charge a fee of not to exceed $15.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

STATE OF NEVADA SS

COUNTY OF EUREKA

ON April 1, 1994

personally appeared before me, a Notary Public,
Robert E. Williams
Renee Williams

personally known or proved to me to be the person whose name(s) is/are subscribed to the above instrument who acknowledged that ~~t~~ he y executed the instrument.

Gladey Goicoechea
Notary Public

GLADY GOICOECHEA
Notary Public - State of Nevada
Appointment Recorded in Eureka County
MY APPOINTMENT EXPIRES OCT. 28, 1994

Robert E. Williams
X Robert E. Williams

Renee Williams
X Renee Williams

WHEN RECORDED MAIL TO:
SUTRO TUNNEL CO
BOX 431
VIRGINIA CITY NV 89440

SHEERIN, WALSH & KEELE
ATTORNEYS AT LAW
P.O. BOX 606
CARSON CITY, NEVADA 89702
P.O. BOX 1327
GARDNERVILLE, NEVADA 89410

FOR RECORDER'S USE

152133

BOOK 267 PAGE 557
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Stewart Title
94 APR -5 P1:09
EUREKA COUNTY, NEVADA
MARY RESALE, RECORDER
FILE NO.
FEE $ 7.00

BOOK 267 PAGE 557