

DEED OF TRUST

THIS DEED OF TRUST, made this 18th day of May, 1994, by and between DOMINICK PIERETTI, a married man and TOSCA SULLIVAN, a widow, hereinafter called "Grantors," and STEWART TITLE OF NORTHEASTERN NEVADA, d/b/a FRONTIER TITLE COMPANY, Trustee, and ETON ASSOCIATES, LTD., a Nevada Limited Partnership, 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 Grantors hereby grant, transfer and assign to the Trustee in trust, with power of sale, all their right, title and interest in and to the real property situate in Elko County, State of Nevada, more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference.

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

TOGETHER WITH all buildings and 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 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 of even date hereof in the principal amount of FOUR HUNDRED THOUSAND AND 00/100 DOLLARS (\$400,000.00) with interest thereon, expenses, attorney fees and other payments therein provided, executed and delivered by the Grantors payable to the Beneficiary, and any and all extensions or renewals thereof.

TWO: Payment of such additional amounts as may be hereafter loaned by the Beneficiary to the Grantors, or any successor in interest of the Grantors, with interest thereon, expenses and attorney fees, and any other indebtedness or obligation of the Grantors 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.



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FOUR: Payment, performance and discharge of each and every obligation, covenant, promise and agreement of Grantors 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.

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

1. The Beneficiary has the right to record notice that this Deed of Trust is security for the additional amounts and obligations not specifically mentioned herein, but which constitute indebtedness of obligations of the Grantors for which the Beneficiary may claim this Deed of Trust as security.

2. The Grantors shall keep the property herein described in good condition, order and repair; shall not remove or demolish 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 (replacement value); 3; 4 (10.75%); 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.

6. 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 the 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, and such default is not cured within thirty-five (35) days after written notice of default and of election to sell said property given in the manner provided by N.R.S. 107.080 as in effect on the date of this Deed of Trust, 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.

7. In case of condemnation of the property subject hereto, or any part thereof, by paramount authority, all of any condemnation award to which the Grantors shall be entitled, less costs and expenses of litigation, is hereby assigned by the Grantors to the Beneficiary, to the extent the Beneficiary is entitled thereto, 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.

8. The Promissory Note secured by this Deed of Trust is made a part hereof as if fully herein set out.

9. 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.

10. 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 Grantors hereunder shall be joint and several.

11. Any notice given to Grantors under Section 107.080 of N.R.S. in connection with this Deed of Trust shall be given by registered or certified letter to the Grantors addressed to the address set forth near the signature on this Deed of Trust, or at such substitute address as Grantors may direct in writing to Beneficiary and such notice shall be binding upon the Grantors and all assignees or grantees of the Grantor.

12. It is expressly agreed that the trusts created hereby are irrevocable by the Grantors.

13. In the event the Grantors hereof shall elect to sell, convey, exchange or otherwise transfer the real property described herein prior to the date of maturity as described on the Promissory Note of even date, the entire balance plus accrued interest shall become due and payable on the date of such election.

IN WITNESS WHEREOF, the Grantors have executed these presents the day and year first hereinabove written.

GRANTORS:

[Signature]
DOMINICK PIERETTI

[Signature]
TOSCA SULLIVAN

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Sandra L. Dockstader, Notary Public

This instrument was acknowledged before me on May 5, 1994 by DOMINICK PIERETTI, a married man.

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

My Commission Expires October 3, 1997.

Billie Carlene Slocum, Notary Public

This instrument was acknowledged before me on May 4, 1994 by TOSCA SULLIVAN, a widow.

STATE OF WYOMING)
(ss.)
COUNTY OF NATRONA)

APN #05-020-02-9 and APN 5-570-13

3400 Kawai Court
Reno, Nevada 89509

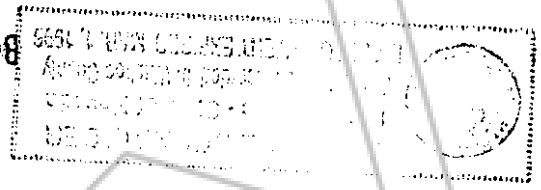
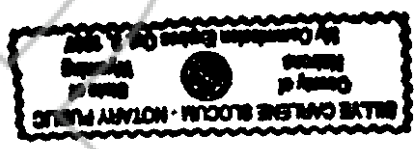
Beneficiary's Mailing Address:

NOTARY PUBLIC
My Commission Expires:

(S E A L)

This instrument was acknowledged before me on May 1994 by DOMINICK PIERETTI, a married man, and TOSCA SULLIVAN, a widow.

STATE OF NEVADA)
(ss.)
County of Elko)



LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada
Counties of ELKO and EUREKA, described as follows:

PARCEL 1: (ELKO COUNTY)

TOWNSHIP 29 NORTH, RANGE 52 EAST, M.D.B.&M.

Section 13: All;
Section 36: E1/2;

TOWNSHIP 29 NORTH, RANGE 53 EAST, M.D.B.&M.

Section 3: W1/2;

Section 4: All;

Section 5: All;

Section 6: All;

Section 7: All;

Section 8: All;

Section 9: All;

Section 10: N1/2NW1/4;

Section 17: All;

Section 18: All;

Section 19: All;

Section 20: All;

Section 21: All;

Section 29: All;

Section 30: All;

Section 31: All;

TOWNSHIP 30 NORTH, RANGE 53 EAST, M.D.B.&M.

Section 33: All;

EXCEPTING FROM all of Parcel 1 except the E1/2 of
TOWNSHIP 29 NORTH, RANGE 52 EAST, M.D.B.&M., and all of Sections
4, 6, 18, 20 and 30, TOWNSHIP 29 NORTH, RANGE 53 EAST,
M.D.B.&M., all petroleum, oil, natural gas, and products derived
therefrom lying in and under said land as reserved by Southern
Pacific Land Company, in Deed recorded March 9, 1950, in Book
58, Page 22, Deed Records, Elko County, Nevada.

FURTHER EXCEPTING FROM all of Parcel 1 except the E1/2 of
Section 36, TOWNSHIP 29 NORTH, RANGE 52 EAST, M.D.B.&M., and all
of Sections 4, 6, 18, 20 and 30, TOWNSHIP 29 NORTH, RANGE 53
EAST, M.D.B.&M., an undivided 1/2 interest in and to any and all
other mineral rights owned or possessed by grantor as reserved
by Eureka Livestock Company, et al, in Deed recorded November
28, 1955, in Book 69, Page 18, Deed Records, Elko County,
Nevada.

EXCEPTING FROM the E1/2 of Section 36, TOWNSHIP 29 NORTH, RANGE
52 EAST, M.D.B.&M., and all of Sections 4, 6, 18, 20 and 30,
TOWNSHIP 29 NORTH, RANGE 53 EAST, M.D.B.&M., all the mineral

SCHEDULE A

deposits lying in and under said land as reserved by the United States of America, in patent recorded June 2, 1967, in Book 82, Page 323, Official Records, Elko County, Nevada.

PARCEL 2 : (EUREKA COUNTY)

TOWNSHIP 28 NORTH, RANGE 52 EAST, M.D.B.&M.

Section 5: All;

TOWNSHIP 29 NORTH, RANGE 52 EAST, M.D.B.&M.

Section 4: SW1/4; E1/2NW1/4;
Section 5: SE1/4; SW1/4NE1/4; Lot 2;

Section 7: All;
Section 8: E1/2;
Section 9: W1/2;
Section 16: NW1/4; W1/2SW1/4; E1/2SW1/4;
Section 17: All;

Section 20: S1/2SE1/4; NE1/4SE1/4; SE1/4NE1/4;

Section 21: NW1/4;
Section 29: All;
Section 32: NW1/4NW1/4;

TOWNSHIP 30 NORTH, RANGE 52 EAST, M.D.B.&M.

Section 28: NW1/4SW1/4;
Section 31: All;

TOWNSHIP 29 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 1: All;

Section 3: All;

Section 5: All;

Section 7: All;

Section 9: All;

Section 13: All;

Section 15: All;

Section 17: All;

Section 19: All;

Section 21: All;

Section 23: All;

Section 25: All;

Section 27: All;

Section 29: All;

TOWNSHIP 30 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 31: All;
Section 33: All;
Section 35: All;

EXCEPTING FROM all of Parcel 2 except SW1/4, E1/2NW1/4 of Section 4; SE1/4, SW1/4NE1/4 of Section 5; E1/2 of Section 8; W1/2 of Section 9; NW1/4, W1/2SW1/4, E1/2SW1/4 of Section 16; NE1/4 of Section 17; S1/2SE1/4, NE1/4SE1/4, SE1/4NE1/4 of Section 20; NW1/4 of Section 21; NW1/4NW1/4 of Section 32, Township 29 North, Range 52 East, M.D.B.&M., and NW1/4SW1/4 of Section 28, Township 30 North, Range 52 East, M.D.B.&M., all petroleum, oil, natural gas, and products derived therefrom lying in an under said land as reserved by Southern Pacific Land Company in Deed recorded March 9, 1950, in Book 24, Page 42, Deed Records, Eureka County, Nevada.

FURTHER EXCEPTING FROM all of Parcel 2 except SW1/4, E1/2NW1/4 of Section 4; SE1/4, SW1/4NE1/4 of Section 5; E1/2 of Section 8; W1/2 of Section 9; NW1/4, W1/2SW1/4, E1/2SW1/4 of Section 16; NE1/4 of Section 17; S1/2SE1/4, NE1/4SE1/4, SE1/4NE1/4 of Section 20; NW1/4 of Section 21; NW1/4NW1/4 of Section 32, Township 29 North, Range 52 East, M.D.B.&M., and NW1/4SW1/4 of Section 28, Township 30 North, Range 52 East, M.D.B.&M., an undivided 1/2 interest in and to any and all other mineral rights owned or possessed by grantor as reserved by Eureka Livestock Company, et al, in Deed recorded November 4, 1955, in Book 24, Page 480, Deed Records, Eureka County, Nevada.

EXCEPTING FROM the E1/2NW1/4, SW1/4 of Section 4; SE1/4, SW1/4NE1/4 of Section 5; E1/2 of Section 8; W1/2 of Section 9; NW1/4, W1/2SW1/4, E1/2SW1/4 of Section 16; NE1/4 of Section 17; SE1/4NE1/4, SE1/4SE1/4, NW1/4 of Section 20; NW1/4 of Section 21; NW1/4NW1/4 of Section 32, Township 29 North, Range 52 East, M.D.B.&M., and the NW1/4SW1/4 of Section 28, Township 30 North, Range 52 East, M.D.B.&M., an undivided one-sixth interest in and to all oil, gas, casinghead gas, or other petroleum products lying in and under said land as reserved by Frank Giurlant and Mary Giurlant in Deed recorded January 7, 1958, in Book 25, Page 207, Deed Records, Eureka County, Nevada.

SEAL
Affixed
CERTIFICATION OF
JERRY D. REYNOLDS, Recorder and
County of Elko, Nevada
I, JERRY D. REYNOLDS, Recorder of Elko County, in the State of Nevada, do hereby certify that this is a true, full and correct copy of the instrument now on record in this office. IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of my office, in Elko, Nevada this
18th day of May, A.D. 1994
JERRY D. REYNOLDS, COUNTY RECORDER
By *[Signature]*

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FEE \$13.00
FILE #
FILED FOR RECORD
AT REQUEST OF
Kelly Watson
94 MAY 18 P4:08
RECORDED BY
JERRY D. REYNOLDS
ELKO CO. RECORDER
BOOK 269 PAGE 107
857 722
BOOK 857 PAGE 728
353421

BOOK 269 PAGE 108

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EUREKA COUNTY, NEVADA
M.N. REBATEATI, RECORDED
FILE NO. 1420
FEE \$1.40

BOOK 269
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Stewart Title
94 MAY 19 AM 50