

DEED OF TRUST

THIS DEED OF TRUST, made this 11th day of March, 1996, by and between JAMES M. KLINE and HELEN M. KLINE, husband and wife, hereinafter called "Grantor," and STEWART TITLE OF NORTHEASTERN NEVADA as Trustee, and PATRICIA SUZANNE PRIMEAUX, an unmarried woman, 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 Elko County, State of Nevada, more particularly described as follows:

TOWNSHIP 32 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 14: THAT portion of the N 1/2 lying Northwestly of Interstate Route 80.

EXCEPTING THEREFROM that portion of said land conveyed to THE STATE OF NEVADA in Deed recorded August 6, 1937, in Book 21, Page 414, Deed Records, Eureka County, Nevada, more particularly described as follows:

All that certain rectangular piece or parcel of land lying parallel and adjacent to the left or northerly fifty foot highway right of way line of State Highway Route No. 1 (Eureka 1 A 4) between Highway Engineer's Stations "E" 746 + 67.00 being situate in the NW1/4 of the NE1/4 of Section 14, TOWNSHIP 32 NORTH, RANGE 50 EAST, M.D.B.&M., in Eureka County, Nevada and more particularly described as follows, to-wit:

Commencing at a point on the left or northerly highway right of way line of State Highway fifty feet to the left of and at right angles to Highway Engineer's Station "E" 746+63.00;

THENCE running northerly and at right angles to said right of way line a distance of 250 feet;

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THENCE turning at right angles and running easterly a distance of 404.00 feet;

THENCE turning at right angles and running southerly a distance of 250 feet;

THENCE turning at right angles and running westerly, along the left or northerly fifty foot right of way line of said State Highway, a distance of 404.00 feet to the point of beginning;

FURTHER EXCEPTING THEREFROM that portion of said land conveyed to THE STATE OF NEVADA in Deed recorded September 27, 1952, in Book 24, Page 228, Deed Records, Eureka County, Nevada, more particularly described as follows:

All that certain piece or parcel of land lying in the NW1/4 of the NE1/4 of Section 14, TOWNSHIP 32 north, range 50 east, M.D.B.&M., in Eureka County, Nevada, and more particularly described by metes and bounds as follows, to-wit:

Beginning at a point on the present left or northerly right of way line of State Highway Route 1 which is 75.00 feet left or northerly of and at right angles to Highway Engineer's Station "X" 727/14.85 P.O.T.; said point of beginning further described as bearing South 77° 40' 53" West, a distance of 2,174.96 feet from the northeast corner of said Section 14;

THENCE North 34° 11' West, a distance of 194.52 feet to a point;

THENCE North 55° 49' East, a distance of 454.00 feet to a point;

THENCE South 34° 11' East, a distance of 263.27 feet to a point on the present left or northerly seventy-five foot highway right of way line;

THENCE from a tangent which bears South 70° 25' 52" West, curving to the left along said seventy-five foot right of way line with a radius of 2,075 feet, through an angle of 1° 31' 52" an arc distance of 55.45 feet to a point on the old left or northerly fifty foot right of way line of said State Highway Route 1;

THENCE South 55° 49' West, along said fifty foot right of way line a distance of 350.14 feet to a point;

NORTH
THENCE/34° 11' West, a distance of 51.21 feet to a point on the aforesaid present seventy-five foot right of way line;

SOUTH
THENCE/60° 42' West, along said seventy-five foot right of way line a distance of 50.18 feet to the point of beginning;

FURTHER EXCEPTING THEREFROM that portion of said land conveyed to JOHN N. MURRAY and OLIVE B. MURRAY, Husband and Wife in Deed recorded August 8, 1960, in Book 25, Page 441, Deed Records, Eureka County, Nevada, more particularly described as follows:

Beginning at a point on the southerly seventy-five foot right of way line of U.S. Highway Route 40 which point is 75.00 feet southeasterly of and at right angles to Highway Engineer's Station "X" 725 + 94.11 P.O.T.; said point of beginning further described as bearing South 73° 07' 59" West, a distance of 2,253.73 feet from the northeast corner of Section 14, TOWNSHIP 32 NORTH, RANGE 50 EAST, M.D.B.&M.;

THENCE North 60° 42' East, along said seventy-five foot highway right of way line a distance of 105.89 feet to a point;

THENCE North 29° 18' West, a distance of 15.00 feet to a point which is sixty feet southeasterly of and at right angles to Highway Engineer's Station "A" 727 + 00.00 P.O.T.;

THENCE North 60° 42' East, along the southerly sixty foot right of way line of said U. S. Highway Route 40 a distance of 122.32 feet to a point;

THENCE from a tangent which bears the last described course, curving to the right along said sixty foot highway right of way line with a radius of 1,940 feet, through an angle of 3° 39' 30" an arc distance of 123.87 feet to a point;

THENCE South 25° 38' 30" East, a distance of 15.00 feet to a point on the southerly seventy-five foot highway right of way line of said U. S. Highway 40;

THENCE from a tangent which bears North 64° 21' 30" East, curving to the right along said seventy-five foot highway right of way line with a radius of 1,925 feet through an angle of 25° 20' 30" an arc distance of 851.44 feet to a point;

THENCE North 89° 42' East, along said seventy-five foot highway right of way line a distance of 268.75 feet, more or less to a point which is 75.00 feet southeasterly of and at right angles to Highway Engineer's Station "X" 741 + 03.36 P.O.T.;

THENCE South 31° 34' 30" West, a distance of 652.53 feet to a point;

THENCE South 76° 24' 30" West, a distance of 690.50 feet to a point;

THENCE North 33° 59' West, a distance of 335.52 feet to a point;

THENCE South 57° 06' West, a distance of 139.20 feet to a point;

THENCE North 26° 29' West, a distance of 178.35 feet, more or less to the point of beginning; being a portion of the N1/2 of the NE1/4 of Section 14, TOWNSHIP 32 NORTH, RANGE 50 EAST, M.D.B.&M.

FURTHER EXCEPTING THEREFROM that portion of said land condemned to THE

STATE OF NEVADA, on relation of its Department of Highways, by Final Order of Condemnation, recorded February 24, 1970, in Book 34, Page 395, Official Records Eureka County, Nevada, more particularly described as follows:

A piece or parcel of land, lying and being in portions of the following: The S1/2 of the NW1/4, the NE1/4 of the NW1/4, the SW1/4 of the NE1/4 and the N1/2 of the NE1/4 all in Section 14, TOWNSHIP 32 NORTH, RANGE 50 EAST, M.D.B.&M., Eureka County, State of Nevada, and more fully described by metes and bounds as follows, to-wit:

Beginning at the intersection of the centerline of the westbound lane of Interstate Route 80 (S.R.-1) with the west boundary of said

Section 14 at Highway Engineer's Station "Ow" 850 03.84 P.O.C., said point of beginning further described as bearing South 0° 02' 06" West, a distance of 1,978.54 feet from the northwest corner of said Section 14;

THENCE North 0° 02' 06" East along the west boundary of said Section 14 a distance of 201.88 feet to a point on the left or northerly highway right of way line of I.R.-80 (S.R.-1);

THENCE from a tangent which bears North 82° 04' 03" East, curving to the left along said left or northerly highway right of way line of I.R.-80 (S.R.-1) with a radius of 4,756 feet, through an angle of 21° 25' 53", an arc distance of 1,778.97 feet to a point;

THENCE North 29° 21' 50" West, continuing along said left or northerly highway right of way line of I.R.-80 (S.R.-1) a distance of 100.00 feet to a point;

THENCE North 60° 38' 10" East, continuing along said left or northerly highway right of way line of I.R.-80 (S.R.-1) a distance of 1,619.00 feet to a point;

THENCE North 38° 33' 48" East, continuing along said left or northerly highway right of way line of I.R.-80 (S.R.-1) a distance of 343.50 feet to a point on the north boundary of said Section 14;

THENCE South 89° 34' 13" East, along the north boundary of said Section 14 a distance of 2,056.43 feet to the northeast corner of said Section 14;

THENCE South 0° 30' 18" West along the east boundary of said Section 14 a distance of 424.28 feet to a point on the right or southerly highway right of way line of I.R.-80 (S.R.-1);

THENCE from a tangent which bears South 86° 28' 03" West, curving to the right along said right or southerly highway right of way line of I.R.-80 (S.R.-1) with a radius of 3,278 feet, through an angle of 3° 51' 12", an arc distance of 220.45 feet to a point;

THENCE North 89° 40' 46" West, continuing along said right or southerly highway right of way line of I.R.-80 (S.R.-1) a distance of 621.03 feet to a point;

THENCE North 32° 11' 44" East, a distance of 166.99 feet to a point;

THENCE North 89° 40' 46" West a distance of 268.75 feet to a point;

THENCE from a tangent which bears the last described course, curving to the left with a radius of 1,925 feet, through an angle of 19° 14' 24", an arc distance of 646.42 feet to a point;

THENCE North 18° 55' 10" West, a distance of 150.00 feet to a point;

THENCE North 33° 32' 03" West, a distance of 263.27 feet to a point;

THENCE South 56° 27' 57" West, a distance of 454.00 feet to a point;

THENCE South 33° 32' 03" East, a distance of 194.52 feet to a point;

THENCE North 61° 20' 57" East, a distance of 50.18 feet to a point;

THENCE South 33° 32' 03" East, a distance of 51.21 feet to a point;

THENCE South 28° 39' 03" East, a distance of 83.98 feet to a point;

THENCE South 61° 20' 57" West, a distance of 69.39 feet to a point;

THENCE South 28° 39' 03" East, a distance of 15.00 feet to a point;

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THENCE South 61° 20' 57" West, a distance of 105.89 feet to a

point;

THENCE South 25° 50' 03" East, a distance of 178.35 feet to a

point;

THENCE North 57° 46' 57" East, a distance of 139.20 feet to a

point;

THENCE South 33° 20' 03" East, a distance of 291.10 feet to a

point on the right or southerly highway right of way line of I.R.-80

(S.R.-1);

THENCE South 60° 38' 10" West, along said right or southerly

highway right of way line of I.R.-80 (S.R.-1) a distance of 892.98

feet to a point;

THENCE North 29° 21' 50" West, continuing along said right or

southerly highway right of way line of I.R.-80 (S.R.-1) a distance

of 300.00 feet to a point;

THENCE South 60° 38' 10" West, continuing along said right or

southerly highway right of way line of I.R.-80 (S.R.-1) a distance

787.14 feet to a point;

THENCE from a tangent which bears the last described course,

curving to the right along said right or southerly highway right of

way line of I.R.-80 (S.R.-1) with a radius of 5,200 feet, through an

angle of 22° 06' 53", an arc distance of 2,007.14 feet to a point on

the west boundary of said Section 14;

THENCE North 0° 02' 06" East, along the west boundary of said

Section 14 a distance of 246.07 feet to the point of beginning.

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

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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 **TWENTY THOUSAND DOLLARS (\$20,000.00)** with interest thereon, expenses, attorney fees and other payments therein provided, executed and delivered by the Grantor 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 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 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 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 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%); 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 obligations, 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 Grantor shall be entitled, less costs and expenses of litigation, is hereby assigned by the Grantor 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 Grantor hereunder shall be joint and several.

11. Any notice given to Grantor 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 Grantor addressed to the address set forth near the signature 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 the Grantor.

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

IN WITNESS WHEREOF, the Grantors have executed these presents the day and year

first hereinabove written.

James M. Kline
JAMES M. KLINE

Helen M. Kline
HELEN M. KLINE

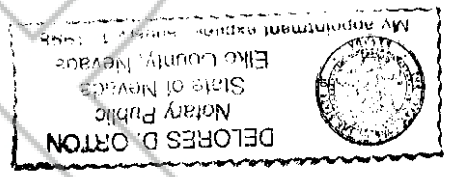
GRANTORS' ADDRESS:

P. O. BOX 553
Carlin, Nevada 89822

STATE OF NEVADA)
() ss:)
COUNTY OF ELKO)

This instrument was acknowledged before me on March 8, 1996 by **JAMES M. KLINE and HELEN M. KLINE, husband and wife.**

(SEAL)



Delores D.orton
NOTARY PUBLIC

My Commission Expires: 1-1-1998

Beneficiary's Mailing Address

238 Cedar Street
Elko, Nevada 89801

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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Stewart Title
96 MAR 12 AM 11:13
EUREKA COUNTY NEVADA
M.N. REBALCANTI, RECORDER
FILE NO. FEES /6.00

161699

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