

DEED OF TRUST

THIS DEED OF TRUST, made this 10th day of April, 1996,

by and between JAMES M. KLINE and HELEN M. TAYLOR-KLINE,

husband and wife, as Trustees, and STEWART TITLE OF NORTHEASTERN

NEVADA, a Nevada Corporation, as Trustee, and BOARD OF TRUSTEES OF

THE TELAND STANFORD JUNIOR UNIVERSITY, as Beneficiary;

W I T N E S S E T H :

That the said Trustees hereby grant, bargain, sell, convey and

confirm unto the said Trustee, and to its successors and assigns,

with power to sell, the following described real property situate in

the Counties of Lander and Eureka, State of Nevada, more particularly

described as follows:

PARCEL I

TOWNSHIP 31 NORTH, RANGE 48 EAST, MDB&M. COUNTY OF EUREKA, STATE OF NEVADA

Section 8: S 1/2 E 1/2

(APN 5-010-22) 80 acres

PARCEL II

TOWNSHIP 31 NORTH, RANGE 48 EAST, MDB&M. COUNTY OF EUREKA, STATE OF NEVADA

Section 17: NW 1/4

(APN 5-010-29) 160 acres

ROSS P. EARDLEY
ATTORNEY AT LAW

469 IDAHO STREET
ELKO, NEVADA 89801

TELEPHONE (702) 738-4046 - FAX (702) 738-6286

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PARCEL III

TOWNSHIP 31 NORTH, RANGE 48 EAST, MDB&M.
COUNTY OF LANDER, STATE OF NEVADA

Section 18: E1NE1

(APN 10-510-14) 80 acres

TOGETHER with any and all improvements now situate on any of the above parcels of land and all other rights, privileges, appurtenances, tenements, lease rights, hereditaments in any way belonging or appertaining to said land, and the reversion, reversions, remainder and remainders, rents, issues and profits thereof.

SUBJECT to all taxes, assessments, reservations, exceptions, easements, restrictions and rights of way, that may now appear of record.

TO HAVE AND TO HOLD the same unto the Trustee, and to its

successors and assigns, upon the trusts, covenants and agreements

herein expressed and as security for the payment of a certain Promis-

sory Note of even date herewith, for the principal sum of \$7,000.00,

bearing interest from the date thereof at the rate of 10% per annum,

said principal sum and interest being payable in monthly install-

ments, as more specifically set forth in said Note; said Note being

executed by the Trustors herein to the said Beneficiary and payable

at 2770 Sand Hill Road, Menlo Park, California 94025, or wherever

else said Beneficiary in writing designates. Said Note is hereby

referred to and incorporated herein as though set forth in full

herein.

This Deed of Trust is also given as security for the payment

of any and all monies which the Beneficiary and Trustee, or either of

them, may or shall hereafter loan or advance to the Trustors, or

either of them, or advance for their account, even though the said

loan or advance may be secured by other mortgage or Deed of Trust and

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as security for the payment of all other monies that may become due from the Trustors, or either of them, from any cause whatsoever, including the payment of all other monies hereby agreed or provided to be paid by the Trustors, or which may be paid out, or advanced, by the Trustee, or by the Beneficiary, under the provisions of this Deed of Trust.

The Trustors hereby covenant and agree:

1. The Trustors promise and agree to properly care for and keep the property herein described, including any fences, buildings and other improvements thereon, in at least as good a condition of repair and maintenance as the same now are, subject to normal wear and tear, and to care for, protect and maintain any and all buildings situate thereon, and to otherwise protect and maintain said premises and not to commit any waste or deterioration thereof. The Trustors may make such alterations or improvements as they may desire on said premises, so long as they do not lessen the value of said property, and the Trustors shall pay, when due, all claims for labor performed or material furnished thereon.

2. That the Beneficiary, or its duly authorized agents, shall at all reasonable times have the right to enter upon said premises and inspect the same.

3. The Trustors covenant, warrant and represent that the title conveyed is a fee simple absolute title, free and clear of all encumbrances; that they will forever warrant and defend the title to the premises above mentioned to the Trustee and Beneficiary and their successors and assigns, against all lawful claims and demands of all persons whomsoever.

4. The following covenants Nos. 1, 2 (\$ _____), 3, 4 (10%), 5, 6, 7 (Reasonable), 8 and 9 of Section 107.030 NRS are hereby adopted and made a part of this Deed of Trust.

5. The cost and expense of the reconveyance of this Deed of Trust shall be paid by the Trustors.

6. The acceptance by said Beneficiary of any payment of the indebtedness hereby secured shall not operate as a waiver by the Beneficiary of any default by the Trustors made previously to such payment in any of the covenants or agreements to be made, kept and performed by the Trustors herein provided.

7. The Beneficiary agrees that the sum of \$7,000.00 for which this Deed of Trust is given as security and as set forth in the above mentioned Promissory Note, is allocated toward the purchase price of the three parcels of land described herein as follows:

Parcel I	\$1,000.00
Parcel II	\$5,200.00
Parcel III	\$ 800.00

As the regular monthly payments are made on said Promissory Note, the principal portion of each payment shall be applied equally to the balance owing on the purchase price of each of the above described parcels of land. If the Trustors herein make larger or additional payments of principal, they may designate to which parcel said payment shall apply, and Trustors may pay off any individual parcel at any time.

The Beneficiary hereof specifically agrees that when the purchase price of any of the above described parcels of land is paid in full, either through the regular monthly payments or through the

application of extra and additional payments as set forth above, the Beneficiary shall immediately authorize and direct the Trustee of this Deed of Trust to issue and deliver to the Trustors a Reconveyance for that parcel of land that has been paid in full, and said parcel of land shall be fully released from any claim or lien of this Deed of Trust. The cost of said reconveyance shall be paid by the Trustors.

8. The Trustors hereby covenant and agree that neither the acceptance nor existence, now or hereafter, of any other security for the indebtedness secured hereby, nor the release thereof, shall operate as a waiver of the security of this Deed of Trust, nor shall this Deed of Trust, nor its satisfaction, nor a reconveyance made hereunder, operate as a waiver of such other security now held or hereafter acquired.

9. All the provisions of this instrument shall apply to and

bind the legal representatives, successors and assigns of the respective parties hereto, and it is distinctly understood and agreed that the words Trustors, Grantors, Trustee or Beneficiary, as used in this instrument, and any pronoun referring thereto, is intended to and does include the masculine, feminine and neuter genders, and the singular and plural numbers; that the covenants and agreements of the Trustors or Grantors herein shall be construed to be the joint and

several covenants and agreements of all persons who sign this instrument; that if any provision of this Deed of Trust be judicially

declared invalid, such decision shall not affect the validity of the remaining provisions, and if any sale made hereunder shall be judicially declared invalid or deemed by the Beneficiary to be invalid,

such sale shall not exhaust the power of sale, and the Trustee, at the request of the Beneficiary, may proceed anew with the sale of this property, in order to enforce fully the provisions of this Deed of Trust.

10. Said Trustors agree that the said Trustee, or its successors in interest, shall not incur any liability on account of any act done or omitted to be done, in good faith, under the provisions of this Deed of Trust, and that said Trustee shall be fully protected in acting upon any statement, report, order, notice, request, consent or other paper or document believed to be genuine and signed by the proper parties.

IN WITNESS WHEREOF, the said Trustors and Beneficiaries have executed these presents the day and year first above written.

TRUSTORS:

James M. Kline
 JAMES M. KLINE

BOARD OF TRUSTEES OF THE ISLAND
 STANFORD JUNIOR UNIVERSITY

By [Signature]
 CURTIS F. FEENEY
 EXECUTIVE VICE PRESIDENT, REAL ESTATE

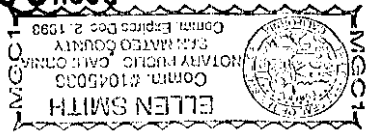
Helen M. Taylor-Kline
 HELEN M. TAYLOR-KLINE

STATE OF CALIFORNIA
)
) ss
)
 COUNTY OF SAN MATEO

On April 10, 1996 before me, Ellen Smith, personally appeared Curtis F. Feeny, Executive Vice President, Real Estate, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me to that he executed the same in this authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
 Ellen Smith
 Signature



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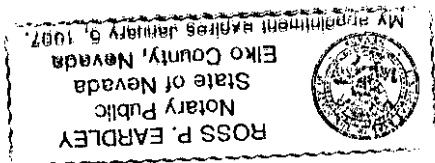
STATE OF NEVADA)
: SS.)
COUNTY OF ELKO)

This instrument was acknowledged before me on April 10,

1996, by JAMES M. KLINE and HELEN M. TAYLOR-KLINE.

NOTARY PUBLIC

Ross P. Eardley



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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Ross P. Eardley
96 APR 12 PM 1:48

EUREKA COUNTY NEVADA
M.N. REBALCATION RECORDER
FILE NO. FEES \$13.00

161776

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