170244

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 24th day of June 1998, by and between RENNELL BARNEY and MARTHA BARNEY, husband and wife as joint tenants with full right of survivorship, hereinafter called "TRUSTOR", and JAMES BAUMANN and VERNA BAUMANN, hereinafter called "TRUSTEE", JAMES BAUMANN and VERA BAUMANN, husband and wife as joint tenants with full rights of survivorship, hereinafter called "BENEFICIARY". (It is distinctly understood that the words "Trustor" and "Beneficiary" and the word "his" referring to the Trust or Beneficiary, as herein used, are intended to and do include the masculine, feminine and neuter genders and the singular and plural numbers as indicated by the context.)

WITNESSETH:

THAT WHEREAS, said TRUSTOR is justly indebted to said BENEFICIARY in the sum of Sixty Thousand Dollars ($60,000.00), legal tender of the United States of America, as evidenced by that certain Promissory Note of even date herewith, made and executed by said TRUSTOR.

That said TRUSTOR hereby grants, conveys and confirms unto said TRUSTEE in trust with power of sale, the following described real property, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situate in the County of Eureka, State of Nevada, to-wit:

All of Lots Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), and Eleven (11), in Block Twenty (20) as the same are delineated and described on the Official Map or Plat of the Townsite of Eureka, on file in the Office of the County Recorder of Eureka County, Nevada, together with all structures, outbuildings and mobile homes located thereon.

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, whether or not of commercial value in and under said land reserved by the United States of America, in Patent recorded December 19, 1947, in Book 23, Page 226, Deed Records, Eureka County, Nevada.

TOGETHER WITH ALL AND SINGULAR the tenements, hereditaments and appurtenances thereunto belonging or anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title and interest, homestead or other claim or demand, as well in law as in equity, which the TRUSTOR now has or may hereafter acquire, in or to the said premises or any part thereof, with the appurtenances.

As additional security, TRUSTOR hereby assigns all rents from such property and gives to and confers upon BENEFICIARY the right, power and authority,

LAW OFFICE OF
STEVE L. DOBRESCU
A PROFESSIONAL CORPORATION
P.O. BOX 599
ELY, NEVADA 89301
(702) 289-4554

during the continuance of these Trusts, to collect the rents, issues, and profits of said property, reserving unto TRUSTOR the right, prior to any default by TRUSTOR in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues, and profits as they become due and payable.

Upon any such default, BENEFICIARY may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as BENEFICIARY may determine.

The entering upon and taking possession of said property, the collection of such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

TO HAVE AND TO HOLD the same unto the said TRUSTEE and its successors, upon the trusts hereinafter expressed:

As security for the payment of Sixty Five Thousand Dollars ($65,000.00), in lawful money of the United States of America, and with expenses and counsel fees according to the terms of the Promissory Note or Notes for said sums executed and delivered by the TRUSTOR to the BENEFICIARY; such additional amounts as may be hereafter loaned by the BENEFICIARY or his successor to the TRUSTOR or any of them, or any successor in interest of the TRUSTOR, with interest thereon, and any other indebtedness or obligation of the TRUSTOR or any of them, and any present or future demands of any kind or nature which the BENEFICIARY, or his successor, may have against the TRUSTOR or any of them, whether created directly or acquired by assignment; whether absolute or contingent; whether due or not, or whether otherwise secured or not, or whether existing at the time of the execution of this instrument, or arising thereafter; also as security for the payment and performance of every obligation, covenant, promise or agreement herein or in said note or notes contained.

TRUSTOR grants to BENEFICIARY 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 Trustor for which BENEFICIARY may claim this Deed of Trust as security.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: The TRUSTOR promises and agrees to pay when due all claims for labor performed and materials furnished for any construction, alteration or repair upon the above-described premises; to comply with all laws affecting said property or relating to any alterations or improvements that may be made thereon; not to commit, suffer or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting said property.

SECOND: The TRUSTOR promises to properly care for and keep the property herein described in first-class condition, order and repair; to care for, protect and repair all buildings and improvements situate thereon; and otherwise to protect and preserve the said premises and the improvements thereon and not to commit or permit any waste or deterioration of said buildings and improvements or of said premises. If the above described property is farm land, TRUSTOR agrees to farm, cultivate and irrigate said premises in a proper approved and husbandmanlike manner.

THIRD: The following covenants, Nos. 1,2, $60,000.00 (amount of insurance) 3,4, and seven and eight percent (8%) per annum (interest), 5,6,7 nine percent (9%) (counsel fees) and 8 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

FOURTH: BENEFICIARY may, from time to time, as provided by statute, or by a writing, signed and acknowledged by him and recorded in the office of the County Recorder of the county in which said land or such part thereof as is then affected by this Deed of Trust is situated, appoint another TRUSTEE in place and stead of TRUSTEE herein named, and thereupon, the TRUSTEE herein named shall be discharged and TRUSTEE so appointed shall be substituted as TRUSTEE hereunder with the same effect as if originally named TRUSTEE herein.

FIFTH: TRUSTOR agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

SIXTH: The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.

SEVENTH: In the event of any tax or assessment on the interest under this Deed of Trust it will be deemed that such taxes or assessments are upon the interest of the TRUSTOR, who agrees to pay such taxes or assessments although the same may be assessed against the BENEFICIARY or TRUSTEE.

EIGHTH: All the provisions of this instrument shall inure to, apply, and bind the legal representatives, successors and assigns of each party hereto respectively.

BOOK 3 1 9 PAGE 4 8 6

NINTH: In the event of a default in the performance or payment under this Deed of Trust or the security for which this Deed of Trust has been executed, any notice given under Section 107.080 N.R.S. shall be given by registered letter to the TRUSTOR(S) at the address herein, 780 Avenue L, Ely, NV 89301, and such notice shall be binding upon the TRUSTOR(S), and any Assignee(s), or Grantee(s) from the TRUSTOR(S).

TENTH: It is expressly agreed that the trusts created hereby are irrevocable by the TRUSTOR.

ELEVENTH: The entire unpaid balance and interest is due and payable at the option of the holder of this Note upon the encumbrance, sale or transfer of all or part of the real property.

IN WITNESS WHEREOF, the TRUSTOR has executed these presents the day and year first above written.

Rennell Barney
RENNELL BARNEY

Martha Barney
MARTHA BARNEY

STATE OF NEVADA)
: ss.
County of White Pine)

On this 30th day of June, 1998, personally appeared before me, a Notary Public for said County and State, RENNELL BARNEY and MARTHA BARNEY, husband and wife as joint tenants, known or proven to me to be the persons described herein, who acknowledged to me that they executed the forging Deed of Trust freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my official seal the day and year last above written.

Carol R. Fielding
NOTARY PUBLIC

CAROL R. FIELDING
NOTARY PUBLIC • STATE of NEVADA
White Pine County • Nevada
CERTIFICATE # 93-4443-17
APPT. EXP. SEPT 16, 2001

BOOK 3 1 9 PAGE 4 8 7

BOOK 319 PAGE 484
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Steve L. Dobrescu atty
98 JUL -9 PM 2:16

EUREKA COUNTY NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES 11.00
170244