

DEED OF TRUST

THIS DEED OF TRUST, made this 21<sup>st</sup> day of October, 1998, by and between GARY W. LINK and MAXIMINA LINK, husband and wife as joint tenants with full right of survivorship, as Trustor, and STEWART TITLE OF NORTHEASTERN NEVADA, a Nevada corporation, dba FRONTIER TITLE COMPANY, as Trustee, and ROBERT G. DYER and MARGARET ANN DYER, husband and wife as joint tenants with full right of survivorship, as Beneficiary. (It is distinctly understood that the words "Trustor" and "Beneficiary" and the word "his" referring to the Trustor 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.)

W I T N E S S E T H:

That said Trustor hereby grants, conveys and confirms unto said Trustee in trust with power of sale, the following described real property situate in the County of White Pine, State of Nevada, to-wit:

PARCEL NUMBER 16 AS SHOWN ON THAT CERTAIN PARCEL MAP FOR DAVID A. PASTORINO FILED IN THE OFFICE OF THE COUNTY RECORDER OF EUREKA COUNTY STATE OF NEVADA, ON APRIL 24, 1989, AS FILE NO. 127109, BEING A PORTION OF LOT 13, BLOCK C OF RUBY HILL ESTATES SUBDIVISION, ACCORDING TO THE OFFICIAL MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF EUREKA COUNTY, STATE OF NEVADA, ON OCTOBER 5, 1984, AS FILE NUMBER 96135 AND AMENDED MAY 15, 1985, AS FILE NUMBER 98941.

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, or, 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, during the continuance of these Trusts, to collect the rents, issues, and profits of said property,

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

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

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

17 As security for the payment of TWELVE THOUSAND DOLLARS  
18 (\$12,000.00) in lawful money of the United States of America, with  
19 interest thereon in like money and with expenses and counsel fees  
20 according to the terms of the Promissory Note or Notes for said sum  
21 executed and delivered by the Trustor to the Beneficiary; such  
22 additional amounts as may be hereafter loaned by the Beneficiary or  
23 his successor to the Trustor or any of them, or any successor in  
24 interest of the Trustor, with interest thereon, and any other  
25 indebtedness or obligation of the Trustor or any of them, and any  
26 present or future demands of any kind or nature which the  
27 Beneficiary, or his successor, may have against the Trustor or any  
28 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.

29 Trustor grants to Beneficiary the right to record notice  
30 that this Deed of Trust is security for additional amounts and  
31 obligations not specifically mentioned herein but which constitute  
32 indebtedness or obligations of the Trustor for which Beneficiary  
33 may claim this Deed of Trust as security.

34 AND THIS INDENTURE FURTHER WITNESSETH:

35 FIRST: The Trustor promises and agrees to pay when due  
36 all claims for labor performed and materials furnished for any  
37 construction, alteration or repair upon the above-described  
38 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

LAW OFFICES  
GARY D. FAIRMAN  
A PROFESSIONAL CORPORATION  
482 FIFTH STREET - P.O. BOX 8  
ELY, NEVADA 89301  
(702) 289-4422

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1 is farm land, Trustor agrees to farm, cultivate and irrigate said  
premises in a proper, approved and husbandmanlike manner.

2 THIRD: The following covenants, Nos. 1, 2 (\$12,000.00  
3 amount of insurance), 3, 4 (interest 12% per annum), 5, 6, 7  
4 (counsel fees 15%) and 8 of NRS 107.030, are hereby adopted and  
made a part of this Deed of Trust.

5 FOURTH: Beneficiary may, from time to time, as provided  
6 by statute, or by a writing, signed and acknowledged by him and  
7 recorded in the office of the County Recorder of the County in  
8 which said land or such part thereof as is then affected by this  
9 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.

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

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

19 SEVENTH: In the event of any tax or assessment on the  
20 interest under this Deed of Trust it will be deemed that such taxes  
21 or assessments are upon the interest of the Trustor, who agrees to  
22 pay such taxes or assessments although the same may be assessed  
23 against the Beneficiary or Trustee.

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

27 NINTH: In the event of a default in the performance or  
28 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 NRS shall be give by registered letter to the Trustor(s) at  
the address herein, \_\_\_\_\_

and such notice shall be binding upon the Trustor(s), Assignee(s),  
or Grantee(s) from the Trustor(s).

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

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

*Gary W. Lind*

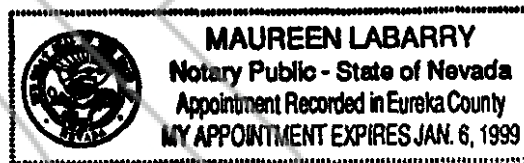
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STATE OF NEVADA )  
COUNTY OF Eureka ) ss.

On October 21, 1998, personally appeared before me, a Notary Public, GARY W. LINK and MAXIMINA LINK, husband and wife, personally known or proved to me to be the persons whose names are subscribed to the above instrument who acknowledged that they executed the instrument.

Maureen Labarry  
NOTARY PUBLIC



BOOK 323 PAGE 78  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
Stewart Little

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