

DEED OF TRUST

1 THIS DEED OF TRUST, made this 1<sup>st</sup> day of April, 1999,  
2 by and between DIAMOND LUMBER CO., A Nevada Corporation, as  
3 Trustor, and STEWART TITLE OF NORTHEASTERN NEVADA, a Nevada  
4 corporation, as Trustee, and MARY M. BISONI, an unmarried woman, as  
5 Beneficiary. (It is distinctly understood that the words "Trustor"  
6 and "Beneficiary" and the word "his" referring to the Trustor or  
7 Beneficiary, as herein used, are intended to and do include the  
8 masculine, feminine and neuter genders and the singular and plural  
9 numbers, as indicated by the context.)

W I T N E S S E T H:

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

11 LOTS 3, 4, 5, AND 6 AND THE FOLLOWING  
12 DESCRIBED PORTION OF LOT 7 OF BLOCK 14, OF THE  
13 TOWN OF EUREKA, NEVADA:

12 BEGINNING AT THE NW CORNER OF LOT 7, BLOCK 14;

13 THENCE NORTH 80 56' EAST, ALONG THE NORTH SIDE  
14 LINE OF LOT 7, A DISTANCE OF 52.84 FEET TO THE  
15 NE CORNER OF LOT 7;

15 THENCE SOUTH 14 43' EAST, ALONG THE EAST END  
16 LINE OF LOT 7, A DISTANCE OF 12.9 FEET TO THE  
17 POINT ON THE EAST END LINE OF LOT 7;

17 THENCE SOUTH 80 58' WEST AND PARALLEL WITH THE  
18 NORTH SIDE LINE OF LOT 7 TO THE WEST END LINE  
19 OF LOT 7;

19 THENCE NORTH 10 58' WEST, ALONG THE WEST END  
20 LINE LOT 7, A DISTANCE OF 12.9 FEET TO THE NW  
21 CORNER OF LOT 7, THE PLACE OF BEGINNING.

21 TOGETHER WITH all and singular the tenements,  
22 hereditaments and appurtenances thereunto belonging or anywise  
23 appertaining, and the reversion and reversions, remainder and  
24 remainders, rents, issues and profits thereof, and also all the  
25 estate, right, title and interest, homestead or other claim or  
26 demand, as well in law as in equity, which the Trustor now has or  
27 may hereafter acquire, or, in or to the said premises or any part  
28 thereof, with the appurtenances.

26 As additional security, Trustor hereby assigns all rents  
27 from such property and gives to and confers upon Beneficiary the  
28 right, power and authority, during the continuance of these Trusts,  
29 to collect the rents, issues, and profits of said property,  
30 reserving unto Trustor the right, prior to any default by Trustor  
31 in payment of any indebtedness secured hereby or in performance of  
32 any agreement hereunder, to collect and retain such rents, issues,  
and profits as they become due and payable.

31 Upon any such default, Beneficiary may at any time  
32 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

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GARY D. FAIRMAN  
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99260572

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1 security for the indebtedness hereby secured, enter upon and take  
2 possession of said property or any part thereof, in his own name  
3 for or otherwise collect such rents, issues, and profits, including  
4 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.

5 The entering upon and taking possession of said property,  
6 the collection of such rents, issues, and profits, and the  
7 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.

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

9 As security for the payment of ONE HUNDRED TWENTY ONE  
10 THOUSAND TWO HUNDRED THIRTY TWO DOLLARS AND 10/100 (\$121,232.10) in  
11 lawful money of the United States of America, with interest thereon  
12 in like money and with expenses and counsel fees according to the  
13 terms of the Promissory Note or Notes for said sum executed and  
14 delivered by the Trustor to the Beneficiary; such additional  
15 amounts as may be hereafter loaned by the Beneficiary or his  
16 successor to the Trustor or any of them, or any successor in  
17 interest of the Trustor, with interest thereon, and any other  
18 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.

19 Trustor grants to Beneficiary the right to record notice  
20 that this Deed of Trust is security for additional amounts and  
21 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.

22 AND THIS INDENTURE FURTHER WITNESSETH:

23 FIRST: The Trustor promises and agrees to pay when due  
24 all claims for labor performed and materials furnished for any  
25 construction, alteration or repair upon the above-described  
26 premises; to comply with all laws affecting said property or  
27 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.

28 SECOND: The Trustor promises to properly care for and  
29 keep the property herein described in first-class condition, order  
30 and repair; to care for, protect and repair all buildings and  
31 improvements situate thereon; and otherwise to protect and preserve  
32 the said premises and the improvements thereon and not to commit or  
permit any waste or deterioration of said buildings and  
improvements or of any premises. If the above-described property

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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 (\$One Hundred  
3 Twenty One Thousand Two Hundred Thirty Two Dollars and 10/100  
4 amount of insurance), 3, 4 (interest 6.5% per annum), 5, 6, 7  
(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  
10 stead of Trustee herein named, and thereupon, the Trustee herein  
11 named shall be discharged and Trustee so appointed shall be  
12 substituted as Trustee hereunder with the same effect as if  
originally named Trustee herein.

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

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

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

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

31 NINTH: In the event of a default in the performance or  
32 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, 1800 Avenue G, Ely, NV 89301

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.

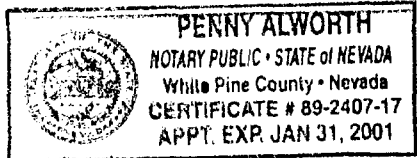
DIAMOND LUMBER CO., A Nevada  
Corporation

by:   
THOMAS A. BATH, President

James H. Bath Sec.  
JAMES H. BATH, Secretary

STATE OF NEVADA )  
COUNTY OF White Pine ) ss.

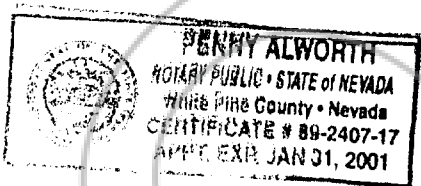
On April 5, 1999, personally appeared before me, a Notary Public, THOMAS A. BATH, President of Diamond Lumber Co., A Nevada Corporation personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.



Penny Alworth  
NOTARY PUBLIC

STATE OF NEVADA )  
COUNTY OF NEVADA ) ss.

On April 9, 1999, personally appeared before me, a Notary Public, JAMES H. BATH, Secretary of Diamond Lumber Co., A Nevada Corporation personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.



Penny Alworth  
NOTARY PUBLIC

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BOOK 327 PAGE 302  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
Stewart Title Co.  
99 MAY 21 PM 4:01

EUREKA COUNTY NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. **172242** FEES 10.00