

1 PARCEL NO. 0-172-03

2 RECORDING REESTED BY:

3 STEWART TITLOF NORTHEASTERN NEVADA  
 4 P.O. Box 1504  
 Ely, Nevada 9301

5 DEED OF TRUST

6 TH DEED OF TRUST, made this 21<sup>st</sup> day of December,  
 7 2000, by and between WILLIAM E. HICKS and ROBIN HICKS, husband and  
 8 wife, as Trtor, and STEWART TITLE OF NORTHEASTERN NEVADA, a  
 9 Nevada corpotion, as Trustee, and RENEE G. DYER and TIFFANY A.  
 10 DYER, as jst tenants, as Beneficiary. (It is distinctly  
 understood tt the words "Trustor" and "Beneficiary" and the word  
 "his" referrg to the Trustor or Beneficiary, as herein used, are  
 intended to nd do include the masculine, feminine and neuter  
 genders and e singular and plural numbers, as indicated by the  
 context.)

11 W I T N E S S E T H:

12 Th said Trustor hereby grants, conveys and confirms  
 13 unto said Tstee in trust with power of sale, the following  
 14 described re property situate in the County of Eureka, State of  
 Nevada, to-w:

15 All thacertain real property situate in the County of  
 16 Eureka, tate of Nevada, more particularly described as  
 follows

17 Pacl A as shown on that certain Parcel Map for  
 18 WILLIAM E. and ROBIN R. HICKS, filed in the office  
 of the County Recorder of Eureka County, State of  
 19 Neda, on August 6, 1998, as File No. 170339,  
 beg a portion of NE1/4, Section 23, TOWNSHIP 19  
 NCH, RANGE 53 EAST, M.D.B.&M.

20 EXPTING THEREFROM all uranium, thorium, or any  
 21 otr material which is or may be determined to be  
 22 peliarily essential to the production of  
 fissionable materials in and under said land,  
 23 rerved by the United States of America, in  
 Pant recorded December 19, 1947, in Book 23,  
 Pa 226, Deed Records, Eureka County, Nevada.

24 TOTHER WITH all and singular the tenements,  
 25 hereditament and appurtenances thereunto belonging or anywise  
 26 appertaining and the reversion and reversions, remainder and  
 27 remainders, ents, issues and profits thereof, and also all the  
 estate, rigt title and interest, homestead or other claim or  
 28 demand, as wl in law as in equity, which the Trustor now has or  
 may hereaft acquire, or, in or to the said premises or any part  
 thereof, withe appurtenances.

29 Aadditional security, Trustor hereby assigns all rents  
 30 from such pperty and gives to and confers upon Beneficiary the  
 right, powernd authority, during the continuance of these Trusts,  
 31 to collect he rents, issues, and profits of said property,  
 reserving up Trustor the right, prior to any default by Trustor  
 in payment any indebtedness secured hereby or in performance of  
 32 any agreemen hereunder, to collect and retain such rents, issues,

SEND: 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 of any premises. If the above-described property is farm land Trustor agrees to farm, cultivate and irrigate said premises in proper, approved and husbandmanlike manner.

TRD: The following covenants, Nos. 1, 2 (\$80,000.00 amount of insurance), 3, 4 (interest 10% per annum), 5, 6, 7 (counsel fee 15%) and 8 of NRS 107.030, are hereby adopted and made a part of this Deed of Trust.

FOOTH: Beneficiary may, from time to time, as provided by statute, 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.

FIH: 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.

SIH: 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.

SENTH: 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 tax or assessments although the same may be assessed against the beneficiary or Trustee.

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

NTH: 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 NRS shall be given by registered letter to the Trustor(s) at the address herein, P.O. Box 95, Eureka NV 89316

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

TTTH: It is expressly agreed that the trusts created hereby are revocable by the Trustor.

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

1 and profits they become due and payable.

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

12 Entering upon and taking possession of said property,  
13 the collection of such rents, issues, and profits, and the  
14 application hereof as aforesaid, shall not cure or waive any  
15 default or vice of default hereunder or invalidate any act done  
16 pursuant to such notice.

17 In the event all or any part of the property secured by  
18 this Deed of Trust be sold, conveyed, transferred, or exchanged,  
19 then the Note of even date secured hereby shall become immediately  
20 due and payable at the option of the holder of said Note.

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

23 A security for the payment of EIGHTY THOUSAND DOLLARS  
24 (\$80,000.00) in lawful money of the United States of America, with  
25 interest thereon in like money and with expenses and counsel fees  
26 according to the terms of the Promissory Note or Notes for said sum  
27 executed and delivered by the Trustor to the Beneficiary; such  
28 additional amounts as may be hereafter loaned by the Beneficiary or  
29 his successor to the Trustor or any of them, or any successor in  
30 interest of the Trustor, with interest thereon, and any other  
31 indebtedness or obligation of the Trustor or any of them, and any  
32 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.

24 Trustor grants to Beneficiary the right to record notice  
25 that this Deed of Trust is security for additional amounts and  
26 obligations not specifically mentioned herein but which constitute  
27 indebtedness or obligations of the Trustor for which Beneficiary  
28 may claim this Deed of Trust as security.

29 AT THIS INDENTURE FURTHER WITNESSETH:

30 FIRST: The Trustor promises and agrees to pay when due  
31 all claims for labor performed and materials furnished for any  
32 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.

LAW OFFICES  
GARY D. FAIRMAN  
A PROFESSIONAL CORPORATION  
482 FIFTH STREET - P. O. BOX 5  
ELY, NEVADA 89301  
(775) 289-4422

William E. Hicks  
WILLIAM E. HICKS

Robin Hicks  
ROBIN HICKS

STATE OF Nada )  
COUNTY OF Lureka ) ss.

On December 24, 2001, personally appeared before me, Notary Public, WILLIAM E. HICKS and ROBIN HICKS, personally hwn or proved to me to be the persons whose names are subscribed the above instrument who acknowledged that they executed thanstrument.

Gladys Goicoechea  
NOTARY PUBLIC

BOOK 345 PAGE 319  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
Robin Hicks  
01 DEC 24 PM 1:31

LUREKA COUNTY NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. FEES 17.00

**177509**