

When recorded into:  
Stewart Title Company  
Installment Collision Dept.

810 Idaho Street  
Elko, NV 89801  
APN 5-010-29  
10-510-14

Trustors' Address:  
Wayne Travis & Jay Clara Nebeker

Beneficiaries' Address:  
James M. Kline & Helen M. Taylor-Kline  
P.O. Box 553  
Carlin, Nevada 898

BOOK 363 PAGE 143  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Stewart Title Co.*  
2003 JUL -1 PM 2:01  
EUREKA COUNTY NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. FEES 19.00

**182163**

### DEED OF TRUST

THIS DEED OF TRUST, made this 25th day of June, 2003, by and between WAYNE TRAVIS NEBEKER and JAYNE CLARA NEBEKER, husband and wife, as Trustors, and STEWART TITLE OF NORTHEASTERN NEVADA, a Nevada Corporation, as Trustee, and JAMES M. KLINE and HELEN M. TAYLOR-KLINE, husband and wife, as joint tenants with right of survivorship, as Beneficiaries;

### WITNESSETH:

That the said trustors 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 1

TOWNSHIP 1 NORTH, RANGE 48 EAST, MDB&M.  
COUNTY OF EUREKA, STATE OF NEVADA

Section 17: NW 1/4 160 acres

**ROSS P. EARDLEY**

ATTORNEY AT LAW  
P.O. BOX 460  
ELKO, NEVADA 89803

TELEPHONE (775) 738-3691 • FAX (775) 753-5710

PARCEL II

TOWNSHIP 1 NORTH, RANGE 48 EAST, MDB&M.  
COUNTY LANDER, STATE OF NEVADA

Section 18: 1/2 NE 1/4 80 acres

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

SUBJECT to an existing Lease on said property dated June 17, 1959, wherein Gorn MacMillan and Dorothe MacMillan, husband and wife, are the Lessors and Magma Power Company is the Lessee; which Lease was recorded on July 20, 1959, in Book 11 of Miscellaneous Records, Page 283, Document No. 35634, in the Office of the Recorder of Lander County, Nevada, and also recorded on August 3, 1959, in Book H of Miscellaneous Records, Page 23, Document No. 34359, in the Office of the Recorder of Eureka County, Nevada.

SUBJECT to an existing Geothermal Resources Lease on said property dated August 29, 1978, wherein the Board of Trustees of the Leland Stanford Junior University is the Lessor and Chevron U.S.A., Inc. is the Lessee, and the Lessee's interest having heretofore been assigned to Ox Bow Power Company; which Lease was recorded on September 29, 1978, in Book 160 Official Records, Page 353, Document No. 091914, in the Office of the Recorder of Lander County, Nevada, and also recorded on September 1, 1978, in Book 66 of Official Records, Page 149, Document No. 66307, in the Office of the Recorder of Eureka County, Nevada.

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

TO HAVE AND TO HOLD the same unto the Trustee, and to its successors and assigns, upon the true covenants and agreements herein expressed and as security for the payment of a certain Promissory Note of even date herewith, for the principal sum of \$63,000.00, bearing interest from July 1, 2003, at the rate of 7% per annum, said principal sum and interest being payable in monthly installments, as more specifically set forth in said Note; said Note being executed by the Trustors herein to the said Beneficiaries and payable in care of Smart Title of Northeastern Nevada, 810 Idaho Street, Elko, Nevada

89801, or wherever the said Beneficiaries in writing designate. 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 Beneficiaries 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 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 Beneficiaries, 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 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 situated thereon, and to otherwise protect and maintain said premises and not to commit nor permit 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 Beneficiaries, or their 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 Beneficiaries and their successors and assigns against all lawful claims and demands of all persons whomsoever.

4. The following covenants, Nos. 1, 2(\$0.00), 3, 4(7%), 5, 6, 7(Reasonable), 8 and 9 of Section 107.030 of the Texas Property Code are hereby adopted and made a part of this Deed of Trust.

5. The reconveyance of this Deed of Trust shall be at the cost and expense of the Trustors, or such other persons entitled to reconveyance.

6. The acceptance by said Beneficiaries of any payment of the indebtedness hereby secured shall not operate as a waiver by the Beneficiaries 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 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.

8. 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 Beneficiaries, as used in this instrument, and any phrase 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 Beneficiaries to be invalid, such sale shall not exhaust the power of sale, and the Trustee, at the request of the Beneficiaries, may proceed anew with the sale of this property, in order to enforce fully the provisions of this Deed of Trust.

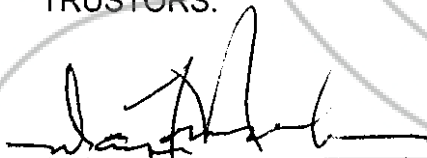
9. Said Trustors agree that the said Trustee, or its successors in interest, shall not incur any liability on account of any act done, or omitted to be done, in good faith, under the provisions of this Deed of Trust, and that said Trustee shall be fully protected in acting upon any statement, report,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

10. The Trors, so long as there is any balance owing in connection with this Deed of Trust, shall not seassign or transfer any interest in the property described herein, nor permit any assumption of the debt herein secured, without first obtaining the written consent of the Beneficiaries. If or any part of the property herein described, or any interest therein, is sold, assigned or transferred by the Trustors without the Beneficiaries' prior written consent, or if any road or utility easement is granted, conveyed or negotiated without the prior written consent of the Beneficiaries, the Beneficiaries may, at their option, declare all sums secured by this Deed of Trust be immediately due and payable.


11. The Trors, so long as there is any balance owing in connection with this Deed of Trust, shall not give or convey any road or utility easements over, across or upon the above described property nor enter into any agreements concerning the same without the prior written approval of the Beneficiaries, and Beneficiaries shall have the right to participate in any negotiations or other proceedings pertaining to the giving or granting of said roadway or utility easements. In the event any roadway or utility easements are granted or conveyed or otherwise agreed upon prior to the obligation secured hereby being paid in full, the parties shall divide equally any compensation or other consideration received for said easements.

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

TRUSTORS:

  
WAYNE TRAVIS NEBER

BENEFICIARIES:

  
JAMES M. KLINE

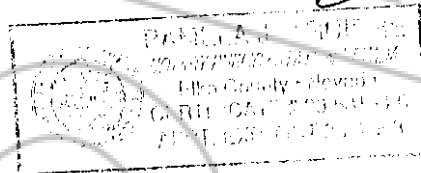
  
JAYNE CLARA NEBER

  
HELEN M. TAYLOR-KLINE

STATE OF NEVADA  
SS.  
COUNTY OF ELKO

This instrument was acknowledged before me on June 26, 2003, by  
WAYNE TRAVIS NEKER and JAYNE CLARA NEBEKER.

  
NOTARY PUBLIC



STATE OF NEVADA  
SS.  
COUNTY OF ELKO

This instrument was acknowledged before me on June 25, 2003, by  
JAMES M. KLINE and ELEN M. TAYLOR-KLINE.

  
NOTARY PUBLIC

