Assessor Parcel No(s):

PAGE 28-40 364 BOOK OFFICIAL RECORDS RECORDED AT THE REQUEST OF

FEES 26

EUREKA COUNTY HEVADA M.N. REBALEATI, RECORDER FILENO.

182254

RECORDATION REQUESTED BY: **NEVADA STATE BANK EUREKA BRANCH** 91 N MAIN STREET **EUREKA, NV 89316**

WHEN RECORDED MA

TO: Nevada State Bank Retail Loan Center - UT **RDWG 0853** P. O. Box 30160 West Valley City, UT 84130-0160

SEND TAX NOTICES T JOSEPH MASLACH. **637 SHARROW CIR EUREKA, NV 89316**

FOR RECORDER'S USE ONLY



REVOLVING CREDIT DEED OF TRUST SECURY AGREEMENT AND ASSIGNMENT OF RENTS

THIS DEED OF TRUS? dated July 25, 2003, among JOSEPH MASLACH, and JONNIE E MASLACH, HUSBANDND WIFE AS JOINT TENANTS ("Grantor"); NEVADA STATE BANK, whose address is EUFA BRANCH, 91 N MAIN STREET, EUREKA, NV 89316 (referred to below sometimes as "ider" and sometimes as "Beneficiary"); and Stewart Title Company, whose address is 165(brth Lucerne, Minden, NV 89423 (referred to below as "Trustee").

CONVEYANCE AND GRANTor valuable consideration, Grantor irrevocably grants, bargains, sells and conveys to Trustee with power of sale the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real prov, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, is of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigatinghts); and all other rights, royalties, and profits relating to the real property, including without limitation all mine; oil, gas, geothermal and similar matters, (the "Real Property") located in EUREKA County, State Nevada:

See EXHIBIT A, wh is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set th herein.

The Real Property or address is commonly known as 637 SHARROW CIR, EUREKA, NV 89316. The Real Propy tax identification number is 007-380-63

REVOLVING LINE OF CRED Specifically, in addition to the amounts specified in the Indebtedness definition, and without limitation, this Deer Trust secures a revolving line of credit, which obligates Lender to make advances to Borrower so long as Borroycomplies with all the terms of the Credit Agreement. Such advances may be made, repaid, and remade from time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, othnarges, and any amounts expended or advanced as provided in either the Indebtedness paragraph or this paragraph, if not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that thised of Trust secures the balance outstanding under the Credit Agreement from time to time from zero up to the Cre.lmit as provided in this Deed of Trust and any intermediate balance.

Grantor presently, absolutely: irrevocably assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and into in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to der a Uniform Commercial Code security interest in the Personal Property.

THIS DEED OF TRUST, INC. ING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE PERSONAL PROPERTY, IS GIVEN TO SETE (A) PAYMENT OF THE INDEBTEDNESS INCLUDING FUTURE ADVANCES AND (B) PERFORMANCE OF EACH ORANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE RELATED DOCUMENTS, AITHIS DEED OF TRUST. THIS DEED OF TRUST IS GOVERNED IN PART BY NRS 106.300 TO 106.400 AND REFORE SECURES FUTURE ADVANCES MADE BY LENDER. THE MAXIMUM AMOUNT OF ADVANCES SECURED THIS DEED OF TRUST IS STATED BELOW UNDER THE DEFINITION OF CREDIT AGREEMENT, WHICH MAXIM MAY INCREASE OR DECREASE FROM TIME TO TIME BY AMENDMENT OF THE CREDIT AGREEMENT. THIS DOF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S REPRESENTATS AND WARRANTIES. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not be request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any sement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decreporter applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuous information about Borrower's financial condition; and (e) Lender has made no representation to Grantor absorrower (including without limitation the creditworthiness of Borrower).

GRANTOR'S WAIVERS. Gra waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which a prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender's otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclos action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMA: Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all Indebtedness secured by this d of Trust as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under Credit Agreement, this Deed of Trust, and the Related Documents.

STATUTORY COVENANTS. If following Statutory Covenants are hereby adopted and made a part of this Deed of Trust: Covenants Nos. 1, 3 5, 6, 7, 8 and 9 of N.R.S. 107.030. The rate of interest after default for Covenant No. 4 shall be an additional 5.00troentage points over the variable annual percentage rate then in effect under the Credit Agreement. The percent of usel fees under Covenant No. 7 shall be ten percent(10%). Except for Covenants Nos. 6, 7, and 8, to the extent agrees of this Deed of Trust are inconsistent with the Statutory Covenants the terms of this Deed of Trust shall con. Covenants 6, 7, and 8 shall control over the express terms of any inconsistent terms of this Deed of Trust.

POSSESSION AND MAINTENCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Prity shall be governed by the following provisions:

Possession and Use. It the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Gra shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintain encessary to preserve its value.

Compliance With Environtal Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened rise of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knodge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lendin writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacturtorage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or frone Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or as of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowled by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the ferty shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, at or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, te, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Ator authorizes Lender and its agents to enter upon the Property to make such inspections and tests, grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this sectof the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. Tepresentations and warranties contained herein are based on Grantor's due diligence in investigating the Propercy Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indery or contribution in the event Grantor becomes liable for cleanup or other costs under

any such laws; and (2) ees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, ancrenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the D of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened ree occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should hapeen known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indem, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed rust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure sherwise.

Nuisance, Waste. Gra shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, ria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improveme. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior ten consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangents satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enterunder and Lender's agents and representatives may enter upon the Real Property at all reasonable times to art to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terand conditions of this Deed of Trust.

Compliance with Governtal Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or herer in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor maintest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, uding appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to t adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantgrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to thosets set forth above in this section, which from the character and use of the Property are reasonably necessary totect and preserve the Property.

DUE ON SALE - CONSENT LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trucon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interes the Real Property or any mobile home or manufactured home located on the property whether or not it is legally at of the real property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, d. installment sale contract, land contract for deed, leasehold interest with a term greater than three (3) is, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this on shall not be exercised by Lender if such exercise is prohibited by federal law or by Nevada law.

TAXES AND LIENS. The fiving provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including wated sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Properties of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lof taxes and assessments not due, except for the Existing Indebtedness referred to below, and except as owise provided in this Deed of Trust.

Right to Contest. Grammay withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obliganto pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nowment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after the lien, or if requested by Lender, deposit with Ler cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to disrge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judint before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surrend furnished in the contest proceedings.

Evidence of Payment. retor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shauthorize the appropriate governmental official to deliver to Lender at any time a written

statement of the taxes assessments against the Property.

Notice of Construction. Inter shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, my materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be assid on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender adva assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insuran Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount scient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lendergether with such other hazard and liability insurance as Lender may reasonably require. Policies shall be writter form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies sonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the peas or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be called or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also sinclude an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, esion or default of Grantor or any other person. Should the Real Property be located in an area designated by chirector of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtaind maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Propert located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on thoperty securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or aherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds, antor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Gor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Ler may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the retion of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Proper If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged cestroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of s expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if fator is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 c after their receipt and which Lender has not committed to the repair or restoration of the Property shall be unterest to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remair, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after paint in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Compliance with Existindebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance in the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall consider compliance with the insurance provisions under this Deed of Trust, to the extent compliance with the telof this Deed of Trust would constitute a duplication of insurance requirement. If any proceeds from the insurance payable on loss, the provisions in this Deed of Trust for division of proceeds shall apply only to that con of the proceeds not payable to the holder of the Existing Indebtedness.

LENDER'S EXPENDITURES. Grantor tails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other cis. (B) to provide any required insurance on the Property. (C) to make repairs to the Property or to comply with obligation to maintain Existing Indebtedness in good standing as required below, then Lender may do so. If any on or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Gor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lend interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged fer the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All a expenses will become a part of the Indebtedness and, at Lender's option, will. (A) be payable on demand; (B) belied to the balance of the Credit Agreement and be apportioned among and be payable with any installment paymero become due during either. (1) the term of any applicable insurance policy; or. (2) the credit Agreement's maturity are Deed of Trust also will secure payment of these amounts. The rights provided for in this paragraph shall be in attrn to any other rights or any remedies to which Lender may be entitled on account of any default. Any such act by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise websets.

WARRANTY; DEFENSE OF TH. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants:: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liested encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness son below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Ler in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and ver this Deed of Trust to Lender.

Defense of Title. Subjeto the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property aga the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's: or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expe. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceed and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or ca to be delivered, to Lender such instruments as Lender may request from time to time to permit such participa.

Compliance With Laws anter warrants that the Property and Granter's use of the Property complies with all existing applicable laws and regulations of governmental authorities.

Survival of Promises. promises, agreements, and statements Grantor has made in this Deed of Trust shall survive the execution adelivery of this Deed of Trust, shall be continuing in nature and shall remain in full force and effect until such time Borrower's Indebtedness is paid in full.

EXISTING INDEBTEDNESS. following provisions concerning Existing Indebtedness are a part of this Deed of Trust:

Existing Lien. The lier this Deed of Trust securing the Indebtedness may be secondary and inferior to an existing lien. Grantor existly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any defact n such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any urity documents for such indebtedness.

No Modification. Granthall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreementhich has priority over this Deed of Trust by which that agreement is modified, amended, extended, or awed without the prior written consent of Lender. Grantor shall neither request nor accept any future advar under any such security agreement without the prior written consent of Lender.

CONDEMNATION. The follow provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any preding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly t such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal part such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the process by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instrumented documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Procs. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purch in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the aw be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award it mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or ter in connection with the condemnation. Grantor waives any legal or equitable interest in the net proceeds and right to require any apportionment of the net proceeds of the award. Grantor agrees that Lender is entitled toply the award in accordance with this paragraph without demonstrating that its security has been impaired.

IMPOSITION OF TAXES, FEAND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees charges are a part of this Deed of Trust:

Current Taxes, Fees anharges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and I whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Gra shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, acting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, atther charges for recording or registering this Deed of Trust.

Taxes. The following a constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon it any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Borrows authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Credit Agreement; and a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borro.

Subsequent Taxes. If tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall e the same effect as an Event of Default, and Lender may exercise any or all of its

available remedies for event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient portation of the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient portation of the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient portation of the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient portation of the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient portation of the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient portation of the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient portation of the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient portation of the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient portation of the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient portation of the tax as provided above in tax as provided above

SECURITY AGREEMENT; FINCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a parthis Deed of Trust:

Security Agreement. Tinstrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and der shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time the.

Security Interest. Uportuest by Lender, Grantor shall execute financing statements and take whatever other action is requested by der to perfect and continue Lender's security interest in the Personal Property. In addition to recording thised of Trust in the real property records, Lender may, at any time and without further authorization from Gran tile executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor streimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, ntor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall amble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient trantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Ler to the extent permitted by applicable law.

Addresses. The mailinddresses of Grantor (debtor) and Lender (secured party) from which information concerning the security rest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are asted on the first page of this Deed of Trust.

FURTHER ASSURANCES; ORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of Deed of Trust:

Further Assurances. As time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to hade, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be fileccorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender mileem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing ements, continuation statements, instruments of further assurance, certificates, and other documents as may the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or prive (1) Borrower's and Grantor's obligations under the Credit Agreement, this Deed of Trust, and the Related uments, and (2) the liens and security interests created by this Deed of Trust on the Property, whether now led or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Gra shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in theragraph.

Attorney-in-Fact. If Grar fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of ritor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attry-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be essary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragrap!

EVENTS OF DEFAULT. Gra will be in default under this Deed of Trust if any of the following happen: (A) Grantor commits fraud or makes a mial misrepresentation at any time in connection with the Credit Agreement. This can include, for example, a false ement about Borrower's or Grantor's income, assets, liabilities, or any other aspects of Borrower's or Grantor's finar condition. (B) Borrower does not meet the repayment terms of the Credit Agreement. (C) Grantor's action or inac adversely affects the collateral or Lender's rights in the collateral. This can include, for example, failure to maintain ared insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the acct, transfer of title or sale of the dwelling, creation of a senior lien on the dwelling without Lender's permission closure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

RIGHTS AND REMEDIES ON AULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercisely one or more of the following rights and remedies:

Election of Remedies. of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election bander to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spendiney or to perform any of Grantor's obligations under this Deed of Trust, after Grantor's failure to do so, that dean by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

Accelerate Indebtedness ender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness ediately due and payable.

Foreclosure. With resp to all or any part of the Real Property, the Trustee shall have the right to foreclose by

notice and sale, and Ler shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full exterovided by applicable law.

UCC Remedies. With rect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured p under the Uniform Commercial Code.

Collect Rents. Lender at have the right, without notice to Borrower or Grantor to take possession of and manage the Property, a whether or not Lender takes possession, collect the Rents, including amounts past due and unpaid, and apply that proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender mæquire any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If tkents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endomstruments received in payment thereof in the name of Grantor and to negotiate the same and collect the preds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligation which the payments are made, whether or not any proper grounds for the demand existed. Lender may exse its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lenguall have the right to have a receiver appointed to take possession of all or any part of the Property, with the part to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect thents from the Property and apply the proceeds, over and above the cost of the receivership, against thoebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of aceiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a submial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherv becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at suffice of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trus or Lender shall have any other right or remedy provided in this Deed of Trust or the Credit Agreement or by .

Notice of Sale. Lender I give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time in which any private sale or other intended disposition of the Personal Property is to be made. Reasonable noticeall mean notice given at least ten (10) days before the time of the sale or disposition. Notices given by Lende Trustee under the real property foreclosure proceedings shall be deemed reasonable. Any sale of the Personal perty may be made in conjunction with any sale of the Real Property.

Sale of the Property. The extent permitted by applicable law, Borrower and Grantor hereby waives any and all rights to have the Propermarshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the perty together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale all or any portion of the Property. The power of sale under this Deed of Trust shall not be exhausted by any or more sales (or attempts to sell) as to all or any portion of the Real Property remaining unsold, but shall continumpaired until all of the Real Property has been sold by exercise of the power of sale and all Indebtedness haven paid in full.

Attorneys' Fees; Exper. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be end to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Ather or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Ler incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcer of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Credit Alment rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, with limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expes, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings luding efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgm-collection services, the cost of searching records, obtaining title reports (including foreclosure reports), swors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable. Grantor also will pay any court costs, in addition to all other sums provided by law. Fees and expenses shaclude attorneys' fees that Lender, Trustee, or both incur, if either or both are made parties to any action tojoin foreclosure or to any legal proceeding that Grantor institutes. The fees and expenses are secured by Deed of Trust and are recoverable from the Property.

Rights of Trustee. Trusthall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trus

Powers of Trustee. In aion to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following action the respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a r or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in gran any easement or creating any restriction on the Real Property; and (c) join in any subordination or other exment affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Gee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is got by Trustee.

Trustee. Trustee shall it all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth ve, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and and Lender will have the right to foreclose by judicial foreclosure, in either case in accordance with and to full extent provided by applicable law.

Successor Trustee. Ler, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this D.of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of REKA County, State of Nevada. The successor trustee, without conveyance of the Property, shall succeed all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This proure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

MISCELLANEOUS PROVISIC The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. What is iten in this Deed of Trust and in the Related Documents is Grantor's entire agreement with Lender concerning matters covered by this Deed of Trust. To be effective, any change or amendment to this Deed of Trust mus in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Arbitration Disclosures

- ARBITRATION IS FI. AND BINDING ON THE PARTIES AND SUBJECT TO ONLY VERY LIMITED REVIEW BY A COURT.
- 2. IN ARBITRATION PARTIES ARE WAIVING THEIR RIGHT TO LITIGATE IN COURT, INCLUDING THEIR RIGHT TO A JURY 11.
- 3. DISCOVERY IN AREATION IS MORE LIMITED THAN DISCOVERY IN COURT.
- 4. ARBITRATORS ANOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING IN THEIR AWARDS. THE RIC TO APPEAL OR SEEK MODIFICATION OF ARBITRATORS' RULINGS IS VERY LIMITED.
- 5. A PANEL OF ARBITORS MIGHT INCLUDE AN ARBITRATOR WHO IS OR WAS AFFILIATED WITH THE BANKING INDUST:
- 6. ARBITRATION WILPPLY TO ALL DISPUTES BETWEEN THE PARTIES, NOT JUST THOSE CONCERNING THE AGREEMENT.
- 7. IF YOU HAVE QUITONS ABOUT ARBITRATION, CONSULT YOUR ATTORNEY OR THE AMERICAN ARBITRATION ASSATION.
- (a) Any claim or controly ("Dispute") between or among the parties and their employees, agents, affiliates, and assigns, including, but "imited to, Disputes arising out of or relating to this agreement, this arbitration provision ("arbitration clause"), on related agreements or instruments relating hereto or delivered in connection herewith ("Related Agreements" of including, but not limited to, a Dispute based on or arising from an alleged tort, shall at the request of any pibe resolved by binding arbitration in accordance with the applicable arbitration rules of the American Arbitrationsociation (the "Administrator"). The provisions of this arbitration clause shall survive any termination, amenint, or expiration of this agreement or Related Agreements. The provisions of this arbitration clause shall sizede any prior arbitration agreement between or among the parties.
- (b) The arbitration procings shall be conducted in a city mutually agreed by the parties. Absent such an agreement, arbitration we conducted in Las Vegas, Nevada or such other place as may be determined by the Administrator. The Adistrator and the arbitrator(s) shall have the authority to the extent practicable to take any action to require the artition proceeding to be completed and the arbitrator(s)' award issued within 150 days of the filing of the Disputeth the Administrator. The arbitrator(s) shall have the authority to impose sanctions on any party that fails to ply with time periods imposed by the Administrator or the arbitrator(s), including the sanction of summarily dissing any Dispute or defense with prejudice. The arbitrator(s) shall have the authority to resolve any Dispute arding the terms of this agreement, this arbitration clause, or Related Agreements, including any claim or croversy regarding the arbitrability of any Dispute. All limitations periods applicable to any Dispute or defense either by statute or agreement, shall apply to any arbitration proceeding hereunder and the arbitrator(s) shall hathe authority to decide whether any Dispute or defense is barried by a limitations period and, if so, to summarenter an award dismissing any Dispute or defense on that basis. The doctrines of compulsory counterclaires judicata, and collateral estoppel shall apply to any arbitration proceeding hereunder so that a party must stas a counterclaim in the arbitration proceeding any claim or controversy which arises out

of the transaction or ocence that is the subject matter of the Dispute. The arbitrator(s) may in the arbitrator(s)' discretion and at the rest of any party: (1) consolidate in a single arbitration proceeding any other claim arising out of the same transactionology another party to that transaction that is bound by an arbitration clause with Lender, such as borrow, guarantors, sureties, and owners of collateral; and (2) consolidate or administer multiple arbitration claim controversies as a class action in accordance with Rule 23 of the Federal Rules of Civil Procedure.

- (c) The arbitrator(s) shall selected in accordance with the rules of the Administrator from panels maintained by the Administrator. A six arbitrator shall have expertise in the subject matter of the Dispute. Where three arbitrators conduct an tration proceeding, the Dispute shall be decided by a majority vote of the three arbitrators, at least one whom must have expertise in the subject matter of the Dispute and at least one of whom must be a practic attorney. The arbitrator(s) shall award to the prevailing party recovery of all costs and fees (including attorneyses and costs, arbitration administration fees and costs, and arbitrator(s)' fees). The arbitrator(s), either duritie pendency of the arbitration proceeding or as part of the arbitration award, also may grant provisional or anny remedies including but not limited to an award of injunctive relief, foreclosure, sequestration, attachmideling parts of the appointment of a receiver.
- (d) Judgement upon an tration award may be entered in any court having jurisdiction, subject to the following limitation: the arbitrationard is binding upon the parties only if the amount does not exceed Four Million Dollars (\$4,000,000.00); if the ard exceeds that limit, either party may demand the right to a court trial. Such a demand must be filed vithe Administrator within thirty (30) days following the date of the arbitration award; if such a demand is not it with that time period, the amount of the arbitration award shall be binding. The computation of the totamount of an arbitration award shall include amounts awarded for attorneys' fees and costs, arbitration adminition fees and costs, and arbitrator(s)' fees.
- (e) No provision of this tration clause, nor the exercise of any rights hereunder, shall limit the right of any party to: (1) judicially or non-cially foreclose against any real or personal property collateral or other security; (2) exercise self-help reme, including but not limited to repossession and setoff rights; or (3) obtain from a court having jurisdiction therer any provisional or ancillary remedies including but not limited to injunctive relief, foreclosure, sequestrat attachment, replevin, garnishment, or the appointment of a receiver. Such rights can be exercised at any timefore or after initiation of an arbitration proceeding, except to the extent such action is contrary to the arbitrateward. The exercise of such rights shall not constitute a waiver of the right to submit any Dispute to arbitrationd any claim or controversy related to the exercise of such rights shall be a Dispute to be resolved under the visions of this arbitration clause. Any party may initiate arbitration with the Administrator. If any p desires to arbitrate a Dispute asserted against such party in a complaint, counterclaim, cross-claim, or third-paromplaint thereto, or in an answer or other reply to any such pleading, such party must make an appropriate mn to the trial court seeking to compel arbitration, which motion must be filed with the court within 45 days of rice of the pleading, or amendment thereto, setting forth such Dispute. If arbitration is compelled after commement of litigation of a Dispute, the party obtaining an order compelling arbitration shall commence arbitration pay the Administrator's filing fees and costs within 45 days of entry of such order. Failure to do so shall cotute an agreement to proceed with litigation and waiver of the right to arbitrate. In any arbitration commenced a consumer regarding a consumer Dispute, Lender shall pay one half of the Administrator's filing fee to \$250.
- (f) Notwithstanding theplicability of any other law to this agreement, the arbitration clause, or Related Agreements between chong the parties, the Federal Arbitration Act, 9 U.S.C. Section 1 et seq., shall apply to the construction and intretation of this arbitration clause. If any provision of this arbitration clause should be determined to be unenimble, all other provisions of this arbitration clause shall remain in full force and effect.

Caption Headings. Cap headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define provisions of this Deed of Trust.

Credit Advance. Grantereby acknowledges that all authorized signers under the Credit Agreement may request credit advances and the such credit advances will be secured by this Deed of Trust.

Merger. There shall be nerger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property $\epsilon \gamma$ time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This B of Trust will be governed by and interpreted in accordance with federal law and the laws of the State of New. This Deed of Trust has been accepted by Lender in the State of Newada.

Choice of Venue. If this a lawsuit, Grantor agrees upon/Lender's request to submit to the jurisdiction of the courts of CLARK Count rate of Nevada. (Initial Here

Joint and Several Liab. All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all reference Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borro. This means that each Borrower and Grantor signing below is responsible for all

obligations in this Deed rust.

No Waiver by Lender. Gor understands Lender will not give up any of Lender's rights under this Deed of Trust unless Lender does so viting. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up thight. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not hit comply with the other provisions of this Deed of Trust. Grantor also understands that if Lender does cont to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation hans again. Grantor further understands that just because Lender consents to one or more of Grantor's requs, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waiveresentment, demand for payment, protest, and notice of dishonor.

Severability. If a court is that any provision of this Deed of Trust is not valid or should not be enforced, that fact by itself will not methat the rest of this Deed of Trust will not be valid or enforced. Therefore, a court will enforce the rest of the psions of this Deed of Trust even if a provision of this Deed of Trust may be found to be invalid or unenforceable

Successors and Assignablect to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Properecomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's success with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without relea: Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. e is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties his Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by party against any other party.

Waiver of Homestead t::ption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the ≲ of Nevada as to all indebtedness secured by this Deed of Trust.

DEFINITIONS. The following ds shall have the following meanings when used in this Deed of Trust:

Beneficiary. The word "eficiary" means NEVADA STATE BANK, and its successors and assigns.

Borrower. The word "rower" means JOSEPH MASLACH and and includes all co-signers and co-makers signing the Credit Agreent.

Credit Agreement. The ds "Credit Agreement" mean the credit agreement dated July 25, 2003, with credit limit of \$30,000.0 m Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolions of, and substitutions for the promissory note or agreement. NOTICE TO GRANTOR: THE CREDIT AGREEMECONTAINS A VARIABLE INTEREST RATE.

Deed of Trust. The wo 'Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee.

Environmental Laws. words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinar relating to the protection of human health or the environment, including without limitation the Comprehese Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, eq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Reco[®] Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted quant thereto.

Event of Default. The ws "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default son of this Deed of Trust.

Existing Indebtedness. words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Deed cust.

Grantor. The word "Grar" means JOSEPH MASLACH, .

Hazardous Substances. he words "Hazardous Substances" mean materials that, because of their quantity, concentration or physic:hemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the ironment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwisindled. The words "Hazardous Substances" are used in their very broadest sense and include without limitationy and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmentaivs. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products by fraction thereof and asbestos.

Improvements. The w "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed die Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The woundebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Cre Agreement or Related Documents, together with all renewals of, extensions of, modifications of, consctions of and substitutions for the Credit Agreement or Related Documents and any amounts expended or anced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grans obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of st.

Lender. The word "Ler" means NEVADA STATE BANK, its successors and assigns. The words "successors or assigns" mean any pm or company that acquires any interest in the Credit Agreement.

Personal Property. Theords "Personal Property" mean all equipment, fixtures, mobile homes, manufactured homes or modular homehich have not been legally acceded to the real property in accordance with Nevada law, and other articles of pinal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Prox; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any cach property; and together with all proceeds (including without limitation all insurance proceeds and refunds of niums) from any sale or other disposition of the Property.

Property. The word "Proty" means collectively the Real Property and the Personal Property.

Real Property. The workeal Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environme agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgs, and all other instruments, agreements and documents, whether now or hereafter existing, executed in coction with the Indebtedness.

Rents. The word "Rel means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived fithe Property.

Trustee. The word "Trie" means Stewart Title Company, whose address is 1650 North Lucerne, Minden, NV 89423 and any substitut successor trustees.

EACH GRANTOR ACKNOWLES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TAS.

GRANTOR:

, Individually

JONNIE'E MASLACH, Individ

BOOK 364 PAGEO 38

DEED OF TRUST (Continued)

Page 12

INDIVIDUAL AC	KNOWLEDGMENT
STATE OF VILLACI	\ \
STATE OF // Cluby)) SS
COUNTY OF CHILLE	755
	1/1250 2007
This instrument was acknowled before me on JONNIE E MASLACH.	by JOSEPH MASLACH; and
	Aller 1/2 & (1/c med)
PRINCES NO PROPERTY OF THE PRO	CHIMA Y WILLX
CHERISE, HAYWARD Notary Publistate of Nevada	(Signature of notarial officer)
Appointment Red in Eureka County	Notary Public in and for State of
1 ary 2 200-0 - 8 April 20, 2006	
	\ * /
EQUEST FOR FU	LL RECONVEYANCE
o be used only when obli	igations have been paid in full)
To:, Trus	stee stedness secured by this Deed of Trust. All sums secured by
this Deed of Trust have been paid and satisfied. You	are hereby directed, upon payment to you of any sums owing at to any applicable statute, to cancel the Credit Agreement
secured by this Deed of Truwhich is delivered to you	together with this Deed of Trust), and to reconvey, without beed of Trust, the estate now held by you under this Deed of
Trust. Please mail the reconnece and Related Documer	nts to:
	·
Date:	Beneficiary: By:
	lts:
LASER PRO Landord VI.19.005 Copy, Herland Financial Solutions, Inc.	1977, 2003. All Rights Reserved. NV V-\CFILPL\GOT.FC TR-132418 PR-NVH-CL
/)	

EXHIBIT 'A'

Order No.: 030184

The land refred to herein is situated in the State of Nevada, County of EURA COUNTY, described as follows:

Parcel 2 as swn on that certain Parcel Map for JERRY R.
MARTIN, JOHN and BECKY O'FLAHERTY and CURTIS P. HAYWARD,
filed in the fice of the County Recorder of Eureka County,
State of Neva. on June 21, 1995, as File No. 163256, being a
EAST, M.D.B.& Section 28, TOWNSHIP 20 NORTH, RANGE 53

EXCEPTING THEFROM all the oil and gas lying in and under said land, as reserd by the United States of America, in Patent recorded Decemer 10, 1965, in Book 9, Page 422, Official Records of Eura County, Nevada.

FURTHER EXCEPTS THEREFROM 1/2 of all mineral rights, oil or gas lying in a under said land as reserved by EDWIN C. BISHOP and LETA B. BIOP, his wife, in deed recorded August 23, 1978, in Book 65, Pa 317, Official Records, Eureka County, Nevada.

JOSEPH MASLACI 637 SHARROW CHUREKA NV 89316 018040510004002226