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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
First American Title
2003 DEC 30 AM 10:20

EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES \$15.00

184734

Recording Requested by:

WHEN RECORDED MAIL TO:

Intermountain Federal Land Bank
Association, FLCA
P.O. Box 1708
Fallon, NV 89407

APN 006-070-03 et al 2068229 CAS

Space Above This Line For Recorder's Use

Loan Number: 3714349

ADDENDUM TO DEED OF TRUST

(Prior Alienation of Mineral Rights (SF))

Trustor(s) acknowledges that certain mineral rights appurtenant to the real property described in the Deed of Trust have previously been alienated, transferred, sold or hypothecated to a third party (ies). Trustor(s) acknowledges that the production or utilization of hazardous substances are frequently a by-product of the mining or exploration of mineral rights and that such hazardous substances may permanently and materially impair the value and use of the Property adversely affecting both the Trustor(s)'s and Beneficiary's interests in said property. The term "hazardous substance" means any substance which is or becomes designated as "hazardous" or "toxic" under any federal, state or local law.

The Trustor(s) agrees and stipulates that it will promptly notify the Beneficiary if it knows, suspects or believes that there may be any "hazardous substance" in or about the Property or in the soil, ground water, or soil vapor on or under the Property.

Trustor(s) agrees and stipulates that it will promptly notify the Beneficiary if it knows, suspects or believes that any holder of title to the mineral rights or of the right to exploit the mineral rights or any person acting in concert with or at the bequest of any such person is, or intends to take any action or conduct any operations with respect to the investigation, mining, exploitation, removal, sale or transfer of said mineral rights or the by-products thereof, whether or not it involves the use of any "hazardous substance" or the production of any "hazardous substance" as a by-product of such activity. Failure to give the Beneficiary notice pursuant to this paragraph will be a material default of Trustor(s)'s obligations under the Deed of Trust as determined in Beneficiary's sole discretion.

Trustor(s) agrees and stipulates that if Trustor(s) or a third party takes any action or conducts any operations to exploit the mineral rights, including the mining, removal, sale or transfer of the mineral rights appurtenant to, under or formerly attached to the Property, the Trustor(s) will, if so requested by the Beneficiary, take whatever action is necessary under state, local or federal law to sever and parcel so much property as the Beneficiary may designate that is affected by the previously described operations or actions with respect to the exploitation of the mineral rights. The purpose of parceling and separating said property shall be for the purpose of allowing the Beneficiary to have the obligations of the Trustor(s) secured by property unaffected by the mining operations or exploitation of mineral rights or any

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Addendum to Deed of Trust

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hazardous substances which may be a by-product thereof. Refusal or failure of the Trustor(s) to promptly and expeditiously complete parceling of the Property following Beneficiary's request will be a material default of Trustor(s)'s obligations under the Deed of Trust.

Trustor(s) agrees and stipulates that in the event that it is necessary to sever and parcel any part of the Property which secures the obligations of the Trustor(s) to the Beneficiary, and if Beneficiary in its sole discretion determines that it is in its best interest to do a partial release of the affected property, the Trustor(s) will, at the Beneficiary's discretion, (1) pledge additional collateral or (2) substitute collateral in such form and of a value as is agreed to by the Beneficiary or (3) a pay-down of the outstanding obligation corresponding to the value of the severed collateral and (4), any other action that the Beneficiary deems necessary or appropriate to sever the outstanding indebtedness.

This Addendum to Deed of Trust hereby refers to and incorporates by reference that certain Deed of Trust and Assignment of Rents dated the 1st day of December, 2003 by and between Thomas P. Connolly and Volina L. Connolly, as Trustor(s) and the Intermountain Federal Land Bank Association, FLCA as Beneficiary.

Dated this 1st day of December, 2003.

TRUSTOR(S)

Thomas P. Connolly
Thomas P. Connolly

Volina L. Connolly
Volina L. Connolly

STATE OF NEVADA)
COUNTY OF ELKO)

On 12/22/03 before me a Notary Public in and for said County and State, personally appeared-
Thomas P. Connolly and Volina L. Connolly
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

Cherish A. Senrud
Signature of Notarial Officer

