

**Official Record**Recording requested By  
DARLA R. BAUMANNEureka County - NV  
Mike Rebaleati - Recorder

Fee: \$18.00

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RPTT:

Recorded By: FES

Book- 495 Page- 0253



0214097

**APN: 001-036-02****Recording Requested By  
and Return to:**Goicoechea, Di Grazia  
Coyle & Stanton, Ltd.  
530 Idaho Street  
Elko, Nevada 89801**Grantors' Address:**P.O. Box 881  
Eureka, Nevada 89316**Beneficiary's Address:**P.O. Box 308  
Eureka, Nevada 89316

The undersigned affirms that  
this document does not contain  
a social security number.

**DEED OF TRUST**

THIS DEED OF TRUST, made this 28 day of October,  
2009, by and between **WILLIAM E. BAUMANN and DARLA R. BAUMANN**,  
husband and wife, hereinafter called "Grantors," and **STEWART TITLE OF  
NEVADA HOLDINGS, INC.**, a Nevada Corporation, as Trustee, and **JAMES E.  
BAUMANN and VERA L. BAUMANN**, as Trustees of **THE BAUMANN FAMILY  
TRUST**, executed **February 26, 2007**, hereinafter called "Beneficiary," it being  
specifically understood that any and all references to the words "Grantors" and  
"Beneficiary" shall include the masculine, feminine, and neuter genders, and  
singular and plural, as indicated by the context and number of parties hereto:

**WITNESSETH:**

That Grantors hereby grant, transfer and assign to the Trustee in trust, with  
power of sale, all of the following described real property situate in the County of  
Elko, State of Nevada, and more particularly described as follows:

All of Lots 5, 6, 7, 8, 9, 10 and 11, in Block 20 as the same are

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delineated and described on the Official Map or Plat of the Townsite of Eureka, on file in the Office of the County Recorder of Eureka County, Nevada.

**EXCEPTING THEREFROM** all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value in and under said land reserved by the United States of America, in Patent recorded December 19, 1947, in Book 23, Page 226, Deed Records, Eureka County, Nevada.

**TOGETHER WITH** all buildings and improvements situate thereon.

**TOGETHER WITH** the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

**SUBJECT** to any and all exceptions, reservations, restrictions, restrictive covenants, assessments, easements, rights and rights-of-way existing or of record.

**TO HAVE AND TO HOLD** the same unto said Trustee and its successors, in trust, to secure the performance of the following obligations, and payment of the following debts:

ONE: Payment of an indebtedness evidenced by a certain Promissory Note of even date hereof in the principal amount of **EIGHTY-FIVE THOUSAND AND 00/100 DOLLARS (\$85,000.00)** with interest thereon, expenses, attorney fees and other payments therein provided, executed and delivered by the Grantors payable to the Beneficiary on order, and any and all extensions or renewals thereof.

TWO: Payment of such additional amounts as may be hereafter loaned by the Beneficiary to the Grantors, or any successor in interest of the Grantors, with interest thereon, expenses and attorney fees, and any other indebtedness or obligation of the Grantors to the Beneficiary.

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THREE: Payment of all other sums with interest thereon becoming due or payable under the provisions hereof to either Trustee or Beneficiary.

FOUR: Payment, performance and discharge of each and every obligation, covenant, promise and agreement of Grantors herein or in said Note contained, and of all renewals, extensions, revisions and amendments of the above-described Note and any other indebtedness or obligation secured hereby.

To protect the security of this Deed of Trust, it is agreed as follows:

1. The Beneficiary has the right to record notice that this Deed of Trust is security for the additional amounts and obligations not specifically mentioned herein, but which constitute indebtedness or obligations of the Grantors for which the Beneficiary may claim this Deed of Trust as security.

2. The Grantors shall keep the property herein described in good condition, order and repair; shall not remove or demolish any buildings, fixtures, improvements or landscaping thereon or hereafter placed or constructed thereon; shall not commit or permit any waste or deterioration of the land, buildings and improvements; and shall not do nor permit to be done anything which shall impair, lessen, diminish or deplete the security hereby given.

3. The following covenants, Nos. 1; 2 (replacement value); 3; 4 (4%); 5; 6; 7 (reasonable); 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust. In connection with Covenant No. 6, it shall be deemed to include and apply to all conditions, covenants and agreements contained herein in addition to those adopted by reference, and to any and all defaults or deficiencies in the performance of this Deed of Trust.

4. All payments secured hereby shall be paid in lawful money of the United States of America.

5. The Beneficiary and any persons authorized by the Beneficiary shall have the right to enter upon and inspect the premises at all reasonable times.

6. If default be made in the performance or payment of the obligations, note or debt secured hereby, or in the performance of any of the terms, conditions and covenants of the Deed of Trust, or the payment of any sum or obligation to be paid hereunder, or upon the occurrence of any act or event of default hereunder, and such default is not cured within **thirty-five (35)** days after

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written notice of default and of election to sell said property given in the manner provided by NRS 107.080 as in effect on the date of this Deed of Trust, Beneficiary may declare all notes, debts and sums secured hereby or payable hereunder immediately due and payable although the date of maturity has not yet arrived.

7. In case of condemnation of the property subject hereto, or any part thereof, by paramount authority, all of any condemnation award to which the Grantors shall be entitled, less costs and expenses of litigation, is hereby assigned by the Grantors to the Beneficiary, to the extent the Beneficiary is entitled thereto, who is hereby authorized to receive and receipt for the same, and apply such proceeds as received toward the payment of the indebtedness hereby secured, whether due or not.

8. The Promissory Note secured by this Deed of Trust is made a part hereof as if fully herein set out.

9. The rights and remedies herein granted shall not exclude any other rights or remedies granted by law, and all rights or remedies granted hereunder or permitted by law shall be concurrent and cumulative.

10. All the provisions of this instrument shall inure to and bind the heirs, legal representatives, successors and assigns of each party hereto respectively as the context permits. All obligations of each Grantors hereunder shall be joint and several.

11. Any notice given to Grantors under Section 107.080 of NRS in connection with this Deed of Trust shall be given by registered or certified letter to the Grantors addressed to the address set forth near the signature on this Deed of Trust, or at such substitute address as Grantors may direct in writing to Beneficiary and such notice shall be binding upon the Grantors and all assignees or grantees of the Grantors.

12. It is expressly agreed that the trusts created hereby are irrevocable by the Grantors.

13. The waiver by the Beneficiary of any default or breach of any of the provisions, covenants or conditions hereof on the part of the Grantors to be kept and performed shall not be a waiver of any preceding or subsequent default or

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breach of the same or any other provision, covenant or condition contained herein.

14. In the event Grantors shall sell, convey or alienate said property or any part thereof, or any interest therein, or shall be divested of their title or any interest therein in any manner or way, whether voluntary or involuntary, without the written consent of Beneficiary being first had and obtained, Beneficiary shall have the right, at their option, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

15. The Note secured hereby and this Deed of Trust is not subject to subordination.

**IN WITNESS WHEREOF**, the Grantors have executed these presents the day and year first hereinabove written.

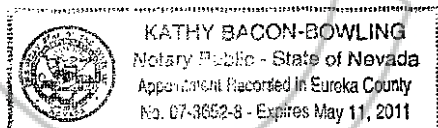
**GRANTORS:**

William E. Baumann  
**WILLIAM E. BAUMANN**

Darla R. Baumann  
**DARLA R. BAUMANN**

STATE OF NEVADA     )  
                                  : ss.  
COUNTY OF ELKO     )

This instrument was acknowledged before me on  
October 28, 2009, by **WILLIAM E. BAUMANN** and **DARLA R. BAUMANN**.



Kathy Bacon-Bowling  
**NOTARY PUBLIC**

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