

APN: Elko County:
001-371-001: 001-371-002
001-371-003: 001590-003
Lander County:
002-18-04: 002-180-05
Eureka County:
001-213-05

01415-27088

**Recording Requested By
and Return to:**
275 12th Street
Elko, NV 89801

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

Grantor's Address:
5750 S. Watt Avenue
Sacramento, CA, 95829

Beneficiary's Address:
275 12th Street
Elko NV 89801

DEED OF TRUST

THIS DEED OF TRUST, made this 1st day of November, 2017, by and between **HUNT NEVADA PROPERTIES, LLC**, a Nevada limited liability company hereinafter called "Grantor," and **STEWART TITLE COMPANY**, as Trustee, and **ALPARK PETROLEUM, INC**, A Nevada corporation, hereinafter called "Beneficiary," it being specifically understood that any and all references to the words "Grantor" 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 Grantor hereby grants, transfers and assigns to the Trustee in trust, with power of sale, all of the following described real property situate in the Counties of Elko, Lander, and Eureka, State of Nevada, and more particularly described as follows:

As per Exhibit "A" attached hereto and
made a part hereof

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 **One Million Seventy Thousand DOLLARS (\$1,070,000.00)** ("**Note**") with interest thereon, expenses, attorney fees and other payments therein provided, executed and delivered by the Grantor 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 Grantor, or any successor in interest of the Grantor, with interest thereon, expenses and attorney fees, and any other indebtedness or obligation of the Grantor to the Beneficiary.

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 Grantor 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 of obligations of the Grantor for which the Beneficiary may claim this Deed of Trust as security.
2. The Grantor 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. Upon reasonable notice to Grantor, 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 (30)** days after 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 Grantor shall be entitled, less costs and expenses of litigation, is hereby assigned by the Grantor 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 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 Grantor hereunder shall be joint and several.

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

12. It is expressly agreed that the trusts created hereby are irrevocable by the Grantor so long as the Note is outstanding.

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 Grantor to be kept and performed shall not be a waiver of any preceding or subsequent default or breach of the same or any other provision, covenant or condition contained herein.

14. In the event Grantor 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 are not subject to subordination.

IN WITNESS WHEREOF, the Grantor has executed these presents the day and year first hereinabove written.

GRANTOR:

HUNT NEVADA PROPERTIES, LLC.

A Nevada limited liability company

BY: 

JOSHUA M. HUNT

Title: Member

By: Joshua M. Hunt, Member of HUNT NEVADA PROPERTIES, LLC.

WITNESS my hand and official seal.

Signature:

Notary Public

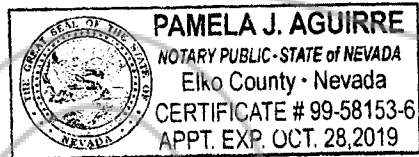


EXHIBIT "A" LEGAL DESCRIPTION

File No.: 01415-27088

PARCEL 1: (Lander County)

A parcel of land in the NW1/4NE1/4, Section 20, Township 32 North, Range 45 East, M.D.B.&M., near the Town of Battle Mountain, Lander County, Nevada, more particularly described as follows:

Commencing at the C-N 1/16 corner of said Section 20,

Thence along the North-South 1/4 section line North 400.34 feet to Corner Number 1, the point of beginning, a point on the Northeasterly right-of-way line of U.S. Highway 40;

Thence along said highway right-of-way line South 31°48'30" East, 92.94 feet to Corner Number 2;

Thence North 58°11'30" East, 127.49 feet to Corner No. 3, a point on the Southern Pacific Transportation Company Southwesterly right-of-way;

Thence along said right-of-way North 44°04'00" West, 226.21 feet to Corner Number 4, a point on the North-South 1/4 section line;

Thence along said 1/4 section line South 150.75 feet to Corner Number 1, the point of beginning.

EXCEPTING THEREFROM all oil, gas and other hydrocarbons lying in and under said land as reserved by S. D. Orwitz, et us, in deed recorded June 8, 1970, in Book 98, Page 545, Official Records of Lander County, Nevada.

PARCEL 2: (Lander County)

A parcel of land in the W1/2NE1/4, Section 20, Township 32 North, Range 45 East, M.D.B.&M., near the Town of Battle Mountain, Lander County, Nevada, more particularly described as follows:

Commencing at the C-N 1/16 corner of said Section 20;

Thence along the North-South 1/4 section line North 400.34 feet to a point on the Northeasterly right-of-way line of U.S. Highway 40;

Thence along said highway right-of-way line South 31°48'30" East, 92.94 feet to Corner Number 1, the point of beginning;

Thence continuing along said right-of-way South 31°48'30" East, 180.00 feet to Corner Number 2;

Thence North 58°11'30" East, 60.00 feet to Corner Number 3;

Thence North 31°48'30" West, 5.00 feet to Corner Number 4;

Thence North 58°11'30" East, 105.51 feet to Corner Number 5, a point on the Southern Pacific Transportation Company Southwesterly right-of-way;

Thence along said right-of-way North 44°04'00" West, 179.08 feet to Corner Number 6;

Thence South 58°11'30" West, 127.49 feet to Corner Number 1, the point of beginning;

TOGETHER with an easement and right-of-way for water and sewer facilities through, under, and across the following described parcel of land adjacent to the land being sold and westerly thereof and which is described as follows:

A parcel of land in the NW1/4NE1/4, Section 20, Township 32 North, Range 45 East, M.D.B.&M., near the Town of Battle Mountain, Lander County, Nevada, more particularly described as follows:

Commencing at the C-N 1/16 corner of said Section 20,

Thence along the North-South 1/4 section line North 400.34 feet to Corner Number 1, the point of beginning, a point on the Northeasterly right-of-way line of U.S. Highway 40;

Thence along said highway right-of-way line South 31°48'30" East, 92.94 feet to Corner Number 2;

Thence North 58°11'30" East, 127.49 feet to Corner No. 3, a point on the Southern Pacific Transportation Company Southwesterly right-of-way;

Thence along said right-of-way North 44°04'00" West, 226.21 feet to Corner Number 4, a point on the North-South 1/4 section line;

Thence along said 1/4 section line South 150.75 feet to Corner Number 1, the point of beginning.

EXCEPTING THEREFROM all oil, gas and other hydrocarbons lying in and under said land as reserved by S. D. Orwitz, et us, in deed recorded June 8, 1970, in Book 98, Page 545, Official Records of Lander County, Nevada.

PARCEL 3: (Elko County)

A parcel of land located in the SW1/4 of Section 11, Township 34 North, Range 55 East, M.D.B.&M., in the City of Elko, Elko County, Nevada, described as follows:

Commencing at the city monument, which is the centerline intersection of 13th Street and Court Street, from which the Southwest corner of Section 11, Township 34 North, Range 55 East, M.D.B.&M., bears North 40°33'15" West, 190.40 feet;

Thence North 41°51'45" East, 380.00 feet to the centerline of 14th Street and Court Street;

Thence South 48°08'15" East, 440.00 feet to a point on the centerline of 14th Street;

Thence North 41°51'45" East, 928.36 feet to Corner No. 1, the point of beginning;

Thence North 41°51'45" East, 228.38 feet to Corner No. 2;

Thence North 58°34'15" West, 112.41 feet to Corner No. 3, a point on the Southerly right of way line of U.S. Highway 40;

Thence along said right of way line from a tangent bearing South 31°59'17" West on a curve to the right with a radius of 3075.00 feet through an angle of 3°54'50" a distance of 210.05 feet to Corner No. 4;

Thence South 48°08'15" East, 81.61 feet to Corner No. 1, the point of beginning.

PARCEL 4: (Elko County)

South 1/2 of Lots 6 through 12, inclusive, of Block 9, Ballou Addition, as the same appear on record upon the official plat of the City of Elko and on file in the Office of the County Recorder of Elko County, Nevada.

TOGETHER WITH that portion of the alley adjoining said land as vacated by the City of Elko in Resolution And Order, recorded August 5, 1998, in Book 1057, Page 628, Official Records of Elko County, Nevada.

PARCEL 5: (Elko County)

All of Lots numbered 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, of Block X of Ballou's Addition to the City of Elko, formerly Town of Elko, County of Elko, State of Nevada, as shown on the Moberly's Plat of Ballou's Addition to City of Elko, as filed in the Official Record in the year 1869, and also shown as Lots numbered 21, 22, 23 and 24, of Block 9, as shown on the Composite Block Map of Plats of Ballou Addition by C. D. DeArmond, County Surveyor dated December, 1925, unofficial, and also shown as Lots numbered 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, of Block 9, as shown on the map known as Ballou's Addition to the Town of Elko, by Walter S. Long, dated January 1900, unofficial.

TOGETHER WITH that portion of the alley and Thirteenth Street adjoining said land as vacated by the City of Elko in Resolution And Order, recorded August 5, 1998, in Book 1057, Page 628, Official Records of Elko County, Nevada.

PARCEL 6: (Elko County)

That portion of Lots 1, 2, 3, 4 and 5, lying Southeasterly of the Southern Pacific Railroad right of way of Block X, as shown on Moberly's Plat of Ballou's Addition to the City of Elko, as filed in the Official Record in the year 1869, and also known as that portion of Lots 1, 2, 3, 4 and 5 lying Southeasterly of the Southern Pacific Railroad right of way of Block 9, as shown on the Composite Block Map of Plats of Ballou Addition by C. D. DeArmond, County Surveyor, dated December 1925, unofficial, and also shown as that portion of Lots 1, 2, 3, 4 and 5, lying Southeasterly of the Southern Pacific Railroad right of way of Block 9, as shown on the map known as Ballou's Addition to the Town of Elko, by Walter S. Long, dated January 1900, unofficial.

TOGETHER WITH that portion of the alley and Thirteenth Street adjoining said land as vacated by the City of Elko in Resolution And Order, recorded August 5, 1998, in Book 1057, Page 628, Official Records of Elko County, Nevada.

PARCEL 7: (Eureka County)

A parcel of land located in Lot 1, Section 14, Township 19 North, Range 53 East, M.D.B.&M., more

particularly described as follows:

Commencing at the North 1/16 corner common to Sections 13 and 14 of said Township 19 North, Range 53 East, M.D.B.&M.;

Thence North 39°21'46" West, 425.15 feet to Corner No. 2 of the patented Old Put Mill Site, Lot No. 245B, being the point of beginning.

Thence North 79°15' East, 163.83 feet along the Northerly line of said Old Put Mill Site to a point 25 feet Westerly of the centerline of a county road linking Eureka and Diamond Valley;

Thence along said Westerly right of way line North 4°35' West, 123.05 feet to a point;

Thence South 89°26'42" West, 203.04 feet to a point;

Thence South 0°33'18" East, 180.72 feet to a point on the Northerly line of the patented mining claim Lupita Lode, Lot No. 49B;

Thence North 77°30' East, 56.22 feet along said Northeasterly line of said Lupita Lode to a point;

Thence North 0°33'18" West, 2.83 feet to a point on the Westerly line of said Old Put Mill Site;

Thence North 18°00' West, 15.21 feet along said Westerly line of the Old Put Mill Site to the point of beginning.

EXCEPTING THEREFROM all the coal and other mineral deposits lying in and under said land as reserved by the United States of America, in Patent recorded May 21, 1973, in Book 45, Page 387, Official Records, Eureka County, Nevada.

FURTHER EXCEPTING THEREFROM all oil, gas and other hydrocarbons, geothermal resources and all other minerals below a depth of five hundred (500) feet as reserved by Chevron U.S.A. Inc., in deed recorded June 15, 1981, in Book 95, Page 327, Official Records of Eureka County, Nevada.

PARCEL 8: (Eureka County)

All that certain parcel of land in Lot 1, of Section 14, Township 19 North, Range 53 East, M.D.B.&M., situate in the County of Eureka, State of Nevada, more particularly described as follows to-wit:

Beginning at Corner No. 2 of the Lupita Mill Site, Survey No. 49B ("Lupita Mill Site");

Thence South 18°03'28" East, 132.37 feet, more or less, along the East sideline of the said Lupita Mill Site to a point at which an existing fence intersects said East sideline;

Thence South 77°30'00" West, 226.56 feet, being a course parallel to the North endline of the Lupita Mill Site, to a point on the West sideline of the Lupita Mill Site;

Thence North 17°58'57" West, 132.37 feet, more or less, along the West sideline of the Lupita Mill Site to Corner No. 3 of the Lupita Mill Site;

Thence North 77°30'00" East, 226.56 along the North endline of the Lupita Mill Site to the point of

beginning.

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