

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this ~~First~~ day of ~~July~~, 1973, by and between CIVA CORPORATION, a New York corporation, of 79 Mercer Street, New York City, State of New York, hereinafter called "Grantor", and IONE JACKMAN or LINDA R. CARSON of Ely, White Pine County, State of Nevada, hereinafter called the "Trustee", and WILLIS WALCH, of Alamo, Lincoln County, State of Nevada, hereinafter called the "Beneficiary";

WITNESSETH:

The Grantor hereby grants, bargains, sells and conveys to the Trustee for the purpose of securing performance of the agreements herein, the following described real property, together with the buildings, structures and improvements thereon and everything appurtenant thereto, together with all rents, issues and profits of said premises, situate in the County of Lincoln, State of Nevada, to-wit:

TOWNSHIP 2 NORTH, RANGE 58 EAST, M. D. B. & M.

Section 14: E 1/2 NE 1/4

In trust nevertheless, to secure to the above named Beneficiary, the payment of Three Thousand Five Hundred Dollars (\$3,500.00), together with interest thereon at Seven Percent (%) per annum; said interest and principal to be paid according to the terms, conditions and tenor of a Promissory Note made by the Grantor to the Beneficiary for said sum; said Note being of even date herewith; and also to secure the payment of all other moneys herein agreed or provided to be paid by the said Grantor, or which may be paid out or advanced by the Beneficiary or Trustee, whether such payments or advancements are made under the provisions of this instrument or otherwise, with the interest in each case; and also the payment of all advancements or renewals of the aforesaid Note, or any indebtedness secured by this Deed of Trust.

TOGETHER WITH ALL AND SINGULAR, the tenements, hereditaments and appurtenances thereunto belonging, or therewith had and enjoyed, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, the said premises, together with the appurtenances, unto the said Trustee, and to his heirs, successors and assigns for the uses and purposes therein mentioned.

THIS DEED OF TRUST shall be security for all indebtedness not otherwise herein provided for that may hereafter during the continuance of this Deed of Trust be due, owing and existing from the said Grantor to the said Beneficiary.

The following covenants, Nos. 1; 2 (Insurance), \$100 ~~100.00~~; 3; 4 (Interest) 7% per annum; 5; 6; 7 (Attorney's Fee) 10%; 8 and 9 of NRS 107.030, are hereby adopted and made a part of this Deed of Trust.

Said Grantor, in consideration of the premises, hereby covenants and agrees that neither the acceptance nor existence, now or hereafter, of 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 thereunder, operate

1 as a waiver of any such other security now held or hereafter acquir-  
2 ed.

3 Said Grantor further covenants and agrees that he  
4 will, during the life of this Deed of Trust, keep the buildings,  
5 structures and improvements situate and being upon the above describ-  
6 ed real property in as good a state of repair as the same now  
7 are, and that in the event that the said Grantor makes any alterations  
8 or improvements in or upon or to the structures and buildings  
9 situate on the above described premises, that the said Beneficiary  
10 shall be protected from any mechanics' liens of any kind whatsoever  
11 either for work and labor done or performed or materials furnished,  
12 and to that end the said Grantor agrees to file a Notice of Non-  
13 Responsibility in accordance with the requirements of the Statutes  
14 of the State of Nevada. It is further understood and agreed that  
15 the breach of either, any or all of the conditions herein set  
16 forth shall be sufficient ground for the Beneficiary to proceed  
17 to foreclose the said Deed of Trust in accordance with the provisions  
18 of the Statutes of the State of Nevada, as in such cases made  
19 and provided.

20 The undersigned Grantor requests that a copy of any  
21 Notice of Default and of any Notice of Sale hereunder be mailed  
22 to him at his address hereinbefore set forth.

23 The word "Grantor" and the language of this instrument  
24 shall, where there is more than one Grantor, be construed as plural,  
25 and be binding on all Grantors, and upon its, his or their heirs,  
26 successors, executors, administrators and assigns.

27 IN WITNESS WHEREOF, the said Grantor has hereunto  
28 caused the foregoing to be executed the day and year first above  
29 written.

30 CIVA CORPORATION, a New York  
31 corporation

32 By Michael Heizer  
Michael Heizer  
President

ATTEST:

Jerald Brown  
Secretary



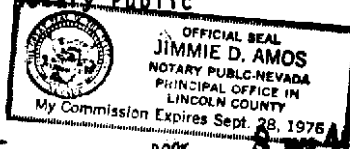
33 State of NEVADA }  
34 County of LINCOLN } ss.

35 On JULY 3, 1973, 1973, personally appeared  
36 before me MICHAEL HEIZER, who acknowledged that he executed the  
37 above instrument.

38 No. 53525  
39 FILED AND RECORDED AT REQUEST OF  
40 C. E. Horton

41 Oct. 2, 1973  
42 AT 1 MINUTES PAST 1 O'CLOCK  
43 P. M. IN BOOK 8 OF OFFICIAL  
44 RECORDS, PAGE 403-404 LINCOLN  
45 COUNTY, NEVADA.

Jimmie D. Amos  
Notary Public



GRAY, HORTON AND HILL  
ATTORNEYS AT LAW  
777 ADLSTON STREET  
P. O. BOX 1889  
ELY, NEVADA 89301  
TELEPHONE 288-4431

-2 and last-

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