

Lincoln County

WHEN RECORDED, MAIL TO:

State Bank of Southern Utah

P. O. Box 340

Cedar City UT 84721

Space Above This Line For Recorder's Use

TRUST DEED

With Assignment of Rents

THIS TRUST DEED, made this 27th day of March, 1991

between JOHN MATHENS, DONNENE MATHENS, GEORGE C. CRAWFORD and EDRA B. CRAWFORD

, as TRUSTOR,

whose address is P. O. Box 320, Pioche, NV, 89043 (Street and number) (City) (State)

Land Title of Nevada, Inc., as TRUSTEE,* and

STATE BANK OF SOUTHERN UTAH, as BENEFICIARY,

WITNESSETH: That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property, situated in Lincoln County, State of Utah:

See Exhibit B attached

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging, now or hereafter used or enjoyed with said property, or any part thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits;

FOR THE PURPOSE OF SECURING (1) payment of the indebtedness evidenced by a promissory note of even date herewith, in the principal sum of \$ 50,311.40, made by Trustor, payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth, and any extensions and/or renewals or modifications thereof; (2) the performance of each agreement of Trustor herein contained; (3) the payment of such additional loans or advances as hereafter may be made to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Trust Deed; and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

*NOTE: Trustee must be a member of the Nevada State Bar; a bank, building and loan association or savings and loan association authorized to do such business in Utah; a corporation authorized to do a trust business in Nevada; or a title insurance or abstract company authorized to do such business in Nevada.

TO PROTECT THE SECURITY OF THIS TRUST DEED, TRUSTOR AGREES:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, to comply with all laws, covenants and restrictions affecting said property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law, to do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general, and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Trustor further agrees:

(a) To commence construction promptly and to pursue same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary, and

(b) To allow Beneficiary to inspect said property at all times during construction.

Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

2. To provide and maintain insurance, of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on said property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses in favor of and in form acceptable to Beneficiary. In event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.

3. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.

4. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to said property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

5. To pay at least 10 days before delinquency all taxes and assessments affecting said property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with said property; to pay, when due, all encumbrances, charges, and liens with interest, on said property or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs, fees, and expenses of this Trust.

6. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights of powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title, employ counsel, and pay his reasonable fees.

7. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate of ten per cent (10%) per annum until paid, and the repayment thereof shall be secured hereby.

IT IS MUTUALLY AGREED THAT:

8. Should said property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, apply the same on any indebtedness secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

9. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness secured hereby, Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of said property. The grantee in any reconveyance may be described as "the person or persons entitled thereto", and the recitals therein of any matters or facts shall be conclusive proof of truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

10. As additional security, Trustor hereby assigns Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and profits of the property affected by this Trust Deed and of any personal property located thereon. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all rents, royalties, issues, and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option.

11. Upon any default by Trustor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

12. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of said property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

13. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

14. Time is of the essence hereof. Upon default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause said property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein said property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee, the note and all documents evidencing expenditures secured hereby.

Lincoln County

15. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in every case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale, provided, if the sale is postponed for longer than one day beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser its Deed conveying said property so sold, but without any covenant or warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorney's fees; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at 10% per annum from date of expenditure; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.

16. Upon the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceeding all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.

17. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which said property or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

18. This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledgee, of the note secured hereby. In this Trust Deed, whenever the context requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

19. Trustee accepts this Trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Trust Deed or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

20. This Trust Deed shall be construed according to the laws of the State of ~~Utah~~ Nevada

21. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

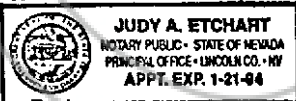
Signature of Trustor

John Mathews
John Mathews
Donnane Mathews
Donnane Mathews
George C. Crawford
George C. Crawford
Edra B. Crawford
Edra B. Crawford

(If Trustor an Individual)

~~Utah~~
STATE OF ~~UTAH~~ Nevada
COUNTY OF ~~Lincoln~~ ss.

On the 13th day of May, A.D. 1991, personally appeared before me John Mathews, Donnane Mathews, George Crawford and Edra Crawford the signer(s) of the above instrument, who duly acknowledged to me that they executed the same.



Judy A. Etchart
Notary Public residing at:
Proctor, Nevada

My Commission Expires:

(If Trustor a Corporation)

STATE OF UTAH
COUNTY OF ss.

On the _____ day of _____, A.D. 19____, personally appeared before me _____, who being by me duly sworn, says that he is the _____ of _____, the corporation that executed the above and foregoing instrument and that said instrument was signed in behalf of said corporation by authority of its by-laws (or by authority of a resolution of its board of directors) and said _____ acknowledged to me that said corporation executed the same.

Notary Public residing at:

My Commission Expires:

Lincoln County

EXHIBIT B

Principal	Loan Date	Maturity	Loan No	Call	Collateral	Account	Officer	Initials
\$50,311.40	03-27-1991	11-30-1997	907592		11	907592	DCB	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Borrower: JOHN MATHEWS, DONNENE MATHEWS, GEORGE C. CRAWFORD and EDRA B. CRAWFORD
 dba: FLATNOSE RANCH
 P. O. BOX 320
 POCHE, NV 89043

Lender: STATE BANK OF SOUTHERN UTAH
 CEDAR CITY
 26 N. MAIN STREET
 P.O. BOX 340
 CEDAR CITY, UT 84720

This EXHIBIT B is attached to and by this reference is made a part of each Deed of Trust or Mortgage, dated March 27, 1991, and executed in connection with a loan or other financial accommodations between STATE BANK OF SOUTHERN UTAH and JOHN MATHEWS, DONNENE MATHEWS, GEORGE C. CRAWFORD and EDRA B. CRAWFORD.

Situate in the County of Lincoln, State of Nevada,
 described as follows:

PARCEL I:

The Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 2, and Lot Three (3) and the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 3, in Township 1 South, Range 69 East, M.D.B. & M., Lincoln County, Nevada.

PARCEL II:

The Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 34, Township 1 North, Range 69 East, M.D.B. & M., and Lots Two (2) and Three (3) and the South Half (S 1/2) of the Northwest Quarter (NW 1/4) of Section 2, and Lots One (1) and Two (2) and the South Half (S 1/2) of the Northeast Quarter (NE 1/4) of Section 3, all in Township 1 South, Range 69 East, M.D.B. & M., Lincoln County, Nevada.

PARCEL III:

The point of beginning is a steel fence post located on the Mount Diablo base line, or a point from which the South Quarter (S 1/4) corner of Section 36, Township 1 North, Range 68 East, bears due West 1690.75 feet. (This is marked by a Brass Cap, set in 1971 by the U.S. Coast and Geodetic Survey), thence South 26-08W 393.00 feet, more or less to a steel fence post; thence S63-08E 1570.00 feet, more or less to a steel fence post; thence S26-52W 77.00 feet, more or less to a steel fence post; thence S63-08E 125.00 feet, more or less to the center of the Meadow Valley Flood Channel; thence Northeast along said Flood Channel to a point where it intersects the East line of Lot Four (4) (Also West line of Lot Three (3)), located with the Northwest Quarter (NW 1/4) of Section 5, Township 1 South, Range 69 East, or at a point in the center of the Flood Channel approximately 750.00 feet South of the Mount Diablo Base Line; thence North 750.00 feet, more or less to the Northeast corner of said Lot Four (4) (located on the Mount Diablo Base Line); thence East 2250 feet, more or less along the Mount Diablo Base Line to the Southeast corner of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 31, Township 1 North, Range 69 East; thence North 1320 feet, more or less to the Northeast corner of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 31; thence East 2640 feet, more or less to the Northwest corner of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 32, Township 1 North, Range 69 East, M.D.B. & M.; thence South 1320.00 feet, more or less to the

Southwest corner of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 32; thence East 3040.00 feet, more or less along the Mount Diablo Base Line to the Northwest corner of Lot One (1) (located within the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 4, Township 1 South, Range 69 East); thence South 660.00 feet, more or less along the West line of said Lot One (1) to the Southwest corner of said Lot One (1); thence East 2640.00 feet, more or less to the Southeast corner of Lot Four (4) (located within the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 3, Township 1 South, Range 69 East); thence North 660.00 feet, more or less to the Northeast corner of said Lot Four (4) (located on the Mount Diablo Base Line); thence West 410.00 feet, more or less along the Mount Diablo Base Line to the Southeast corner of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 33, Township 1 North, Range 69 East; thence North 1320.00 feet, more or less, to the Northeast corner of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 33; thence 3960.00 feet, more or less to the Northwest corner of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 32, Township 1 North, Range 69 East; thence North 1320.00 feet, more or less to the Northeast corner of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 32; thence West 1320.00 feet, more or less to the Southeast corner of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 32; thence North 1950.00 feet, more or less to a point in the center of the Meadow Valley Flood Channel (located along the East line of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 32); thence westerly 1320.00 feet, more or less along said Flood Channel to a point on the West line of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section 32; thence Southwesterly 1130.00 feet, more or less along said Flood Channel to the South line of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 31, Township 1 North, Range 69 East; thence West 250.00 feet, more or less along the South line to the Southwest corner of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 31; thence South 130.00 feet, more or less, to the center of the Flood Channel; thence Southwesterly 1650 feet, more or less to the North line of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 31; thence West 2800.00 feet, more or less to the Northwest corner of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 31 (located on the R68-R69E Range Line, this point is a Brass Cap marked 1/4 corner 5-36 R68E/5-31 R69E set in 1974); thence South 1320 feet, more or less to the Northwest corner of the Southwest Quarter (SW 1/4) of the Southwest

Quarter (SW 1/4) of Section 31, Township 1 North, Range 69 East; thence West 316.00 feet, more or less along the North line of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 36, Township 1 South, Range 69 East; thence S26-08W 1470.00 feet, more or less to the POINT OF BEGINNING.

EXCEPTING THEREFROM, the Southwest Quarter (SW 1/4) and the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 31 and all that portion lying within the Northwest Quarter (NW 1/4) of Section 5.

PARCEL IV:

The East Half (E 1/2) of the Southwest Quarter (SW 1/4) of Section 31, Township 1 North, Range 69 East, M.D.B. & M.

PARCEL V:

Government Lots Three (3) and Four (4) in Section 31, Township 1 North, Range 69 East, M.D.B. & M.

EXHIBIT B page 3

EXCEPTING THEREFROM, the following described Parcels:

A. That part of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 31, Township 1 North, Range 69 East, M.D.B. & M., lying North of Highway from Pioche to Echo Dam, being more particularly described as follows:

BEGINNING at the Northwest corner of the Southwest Quarter (SW 1/4) of Section 31; thence South along West line of said Section 31, 536.00 feet, more or less, to the North right of way line of said Highway; thence Northeasterly along the Northerly right of way of said Highway to a point on the North line of said Southwest Quarter (SW 1/4) of Section 31; thence West along the North line of said Southwest Quarter (SW 1/4) of Section 31, 630.00 feet, more or less to the POINT OF BEGINNING.

B. A parcel of land within the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 31, Township 1 North, Range 69 East, M.D.B. & M., described as follows:

BEGINNING at the West Quarter (W 1/4) corner of said Section 31, marked by a Brass Cap; thence South 89°20'30" East along the Quarter (1/4) Section line 860.79 feet to the Northwest (NW) corner of said Parcel One (1); or TRUE POINT OF BEGINNING; thence continuing South 89°20'30" East, along said Quarter (1/4) Section line 208.71 feet to the Northeast (NE) corner; thence South 0°39'30" West, 208.71 feet, to the Southeast (SE) corner; thence

North 89°20'30" West, 208.71 feet to the Southwest (SW) corner; thence North 0°39'30" 208.71 feet to the Northeast (NE) corner or PLACE OF BEGINNING.

~~PARCEL V~~ Parcel VI

A parcel of land within the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 31, Township 1 North, Range 69 East, M.D.B. & M., described as follows:

BEGINNING at the West Quarter (W 1/4) corner of said Section 31, marked by a Brass Cap; thence South 89°20'30" East along the Quarter (1/4) Section line 860.79 feet to the Northwest (NW) corner of said Parcel One (1); or TRUE POINT OF BEGINNING; thence continuing South 89°20'30" East, along said Quarter (1/4) Section line 208.71 feet to the Northeast (NE) corner; thence South 0°39'30" West, 208.71 feet, to the Southeast (SE) corner; thence North 89°20'30" West, 208.71 feet to the Southwest (SW) corner; thence North 0°39'30", 208.71 feet to the Northeast (NE) corner or PLACE OF BEGINNING.

~~PARCEL VI~~ Parcel VII

The Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 31, Township 1 North, Range 69 East, M.D.B. & M.

VII

EXCEPTING from Parcels 1 thru ~~VI~~ above any and all State and County roads that may exist on said land.

BOOK

Lincoln County

Exhibit B Page 4

PARCEL ~~IX~~ VIII

That portion of the SE1/4NE1/4 and the NE1/4SE1/4 of Section 6, and the SW1/4NW1/4 of Section 5, T1S, R64E, MDB&M, which is situate on the East and South side of the Meadow Wash channel in what is known as Dry Valley, Lincoln County, Nevada. Also all Water Rights thereunto appertaining.

All in

WATER RIGHTS AND APPLICATION NUMBERS:

- Permit #16493, Certificate #5629
- Permit #18352, Certificate #6252
- Permit #20829, Certificate #7402
- Permit #22469, Certificate #7896
- Permit #24217, Certificate #8726
- Permit #24218, Certificate #8727
- Permit #24219, Certificate #8728
- Permit #24509, Certificate #9259
- Permit #37560, Proof of Beneficial Use lacking
- Permit #37561, Proof of Beneficial Use Lacking
- Permit #43770, Proof of Beneficial Use Lacking
- Permit #43771, Proof of Beneficial Use Lacking
- Permit #22260, Certificate #7596
- Permit #27586

THIS EXHIBIT B IS EXECUTED ON MARCH 27, 1991.

BORROWER:

x John Mathews Donnene Mathews x George C. Crawford
 JOHN MATHEWS DONNENE MATHEWS GEORGE C. CRAWFORD
 x Edra B. Crawford
 EDRA B. CRAWFORD

LENDER:

STATE BANK OF SOUTHERN UTAH
 By: William B. Butler
 Authorized Officer

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No. **097057**

FILED AND RECORDED AT REQUEST OF
Dominick Belingheri
 July 12, 1991
 AT 25 MINUTES PAST 4 O'CLOCK
 P.M. IN BOOK 97 OF OFFICIAL
 RECORDS, PAGE 395, LINCOLN
 COUNTY, NEVADA.
Yvonne Setzer
 COUNTY RECORDER

BOOK 97 PAGE 401