

**SECOND DEED OF TRUST**

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THIS DEED OF TRUST, made and entered into this 13 day of January, 1993, by and between JAMES EDWARD WILKIN, hereinafter called "TRUSTOR", and SALLY LEE WILKIN, hereinafter called "TRUSTEE", and SALLY LEE WILKIN, hereinafter called "BENEFICIARY". (It is distinctly understood that the words "Trustor" and "Beneficiary" and the word "his" referring to the Trust or Beneficiary, as herein used, are intended to and do include the masculine, feminine and neuter genders and the singular and plural numbers as indicated by the context.)

**W I T N E S S E T H:**

THAT WHEREAS, said TRUSTOR is justly indebted to said BENEFICIARY in the sum of Four Hundred Thousand Dollars (\$400,000.00), legal tender of the United States of America, as evidenced by that certain Promissory Note of even date herewith, made and executed by said TRUSTOR.

That said TRUSTOR hereby grants, conveys and confirms unto said TRUSTEE in trust with power of sale, 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:

Parcel 1 of Lincoln County Parcel Map recorded 2/12/91, Plat "A", page 333, as recorded in Lincoln County Recorder's Office, Pioche, Nevada, more particularly described as follows:

Beginning North 89°53'32" West 1666.30 feet along the section line and North 0°39'13" West 511.27 feet from the Southeast corner of Section 15, Township 1 North, Range 67 East, M.D.B.&M.; thence North 62°41'26" West 150.00 feet; thence North 27°18'34" East 140.00 feet; thence South 62°14'26" East 150.00 feet; thence South 27°18'34" West 140.00 feet to the point of beginning.

Also together with a roadway easement described as follows:

Beginning North 89°52'32" West 1666.30 feet along the section line and North 0°39'13" West 511.27 feet from the Southeast corner of said Section 15; thence South 27°18'34" West 50.00 feet; thence North 62°41'26" West, 550.42 feet to the Southeasterly line of an existing road easement; thence North 46°48'43" East 53.045 feet along said easement; thence South 62°41'26" East 532.71 feet to the point of beginning.

TOGETHER WITH ALL AND SINGULAR the tenements, hereditaments and appurtenances thereunto belonging or anyway appertaining, and the reversion and reversions, remainder and

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1 remainders, rents, issues and profits thereof, and also all the  
2 estate, right, title and interest, homestead or other claim or  
3 demand, as well in law as in equity, which the TRUSTOR now has or  
4 may hereafter acquire, in or to the said premises or any part  
5 thereof, with the appurtenances.

6 As additional security, TRUSTOR hereby assigns all rents  
7 from such property and gives to and confers upon BENEFICIARY the  
8 right, power and authority, during the continuance of these Trusts,  
9 to collect the rents, issues, and profits of said property,  
10 reserving unto TRUSTOR the right, prior to any default by TRUSTOR  
11 in payment of any indebtedness secured hereby or in performance of  
12 any agreement hereunder, to collect and retain such rents, issues,  
13 and profits as they become due and payable.

14 Upon any such default, BENEFICIARY may at any time  
15 without notice, either in person, by agent, or by a receiver to be  
16 appointed by a court, and without regard to the adequacy of any  
17 security for the indebtedness hereby secured, enter upon and take  
18 possession of said property or any part thereof, in his own name  
19 for or otherwise collect such rents, issues, and profits, including  
20 those past due and unpaid, and apply the same, less costs and  
21 expenses of operation and collection including reasonable  
22 attorney's fees, upon any indebtedness secured hereby, and in such  
23 order as BENEFICIARY may determine.

24 The entering upon and taking possession of said property,  
25 the collection of such rents, issues, and profits, and the  
26 application thereof as aforesaid, shall not cure or waive any  
27 default or notice of default hereunder or invalidate any act done  
28 pursuant to such notice.

TO HAVE AND TO HOLD the same unto the said TRUSTEE and  
its successors, upon the trusts hereinafter expressed:

As security for the payment of Four Hundred Thousand  
Dollars (\$400,000.00), in lawful money of the United States of  
America, and with expenses and counsel fees according to the terms  
of the Promissory Note or Notes for said sums executed and  
delivered by the TRUSTOR to the BENEFICIARY; such additional  
amounts as may be hereafter loaned by the BENEFICIARY or his  
successor to the TRUSTOR or any of them, or any successor in  
interest of the TRUSTOR, with interest thereon, and any other  
indebtedness or obligation of the TRUSTOR or any of them, and any  
present or future demands of any kind or nature which the  
BENEFICIARY, or his successor, may have against the TRUSTOR or any  
of them, whether created directly or acquired by assignment;  
whether absolute or contingent; whether due or not, or whether  
otherwise secured or not, or whether existing at the time of the  
execution of this instrument, or arising thereafter; also as  
security for the payment and performance of every obligation,  
covenant, promise or agreement herein or in said note or notes  
contained.

TRUSTOR grants to BENEFICIARY the right to record notice

1 that this Deed of Trust is security for additional amounts and  
2 obligations not specifically mentioned herein but which constitute  
3 indebtedness or obligations of the Trustor for which BENEFICIARY  
4 may claim this Deed of Trust as security.

5 AND THIS INDENTURE FURTHER WITNESSETH:

6 FIRST: The TRUSTOR promises and agrees to pay when due  
7 all claims for labor performed and materials furnished for any  
8 construction, alteration or repair upon the above-described  
9 premises; to comply with all laws affecting said property or  
10 relating to any alterations or improvements that may be made  
11 thereon; not to commit, suffer or permit any acts upon said  
12 property in violation of any law, covenant, condition or  
13 restriction affecting said property.

14 SECOND: The TRUSTOR promises to properly care for and  
15 keep the property herein described in first-class condition, order  
16 and repair; to care for, protect and repair all buildings and  
17 improvements situate thereon; and otherwise to protect and preserve  
18 the said premises and the improvements thereon and not to commit or  
19 permit any waste or deterioration of said buildings and  
20 improvements or of said premises. If the above described property  
21 is farm land, TRUSTOR agrees to farm, cultivate and irrigate said  
22 premises in a proper approved and husbandmanlike manner.

23 THIRD: The following covenants, Nos. 1,2, \$400,000.00  
24 (amount of insurance) 3,4, six percent (6%) per annum (interest),  
25 5,6,7 fifteen percent (15%) (counsel fees) and 8 of NRS 107.030 are  
26 hereby adopted and made a part of this Deed of Trust.

27 FOURTH: BENEFICIARY may, from time to time, as provided  
28 by statute, or by a writing, signed and acknowledged by him and  
recorded in the office of the County Recorder of the county in  
which said land or such part thereof as is then affected by this  
Deed of Trust is situated, appoint another TRUSTEE in place and  
stead of TRUSTEE herein named, and thereupon, the TRUSTEE herein  
named shall be discharged and TRUSTEE so appointed shall be  
substituted as TRUSTEE hereunder with the same effect as if  
originally named TRUSTEE herein.

FIFTH: TRUSTOR agrees to pay any deficiency arising from  
any cause after application of the proceeds of the sale held in  
accordance with the provisions of the covenants hereinabove adopted  
by reference.

SIXTH: The rights and remedies hereby granted shall not  
exclude any other rights or remedies granted by law, and all rights  
and remedies granted hereunder or permitted by law shall be  
concurrent and cumulative. A violation of any of the covenants  
herein expressly set forth shall have the same effect as the  
violation of any covenant herein adopted by reference.

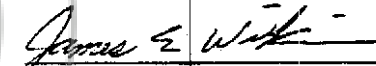
1 SEVENTH: In the event of any tax or assessment on the  
2 interest under this Deed of Trust it will be deemed that such taxes  
3 or assessments are upon the interest of the TRUSTOR, who agrees to  
4 pay such taxes or assessments although the same may be assessed  
5 against the BENEFICIARY or TRUSTEE.

6 EIGHTH: All the provisions of this instrument shall  
7 inure to, apply, and bind the legal representatives, successors and  
8 assigns of each party hereto respectively.

9 NINTH: In the event of a default in the performance or  
10 payment under this Deed of Trust or the security for which this  
11 Deed of Trust has been executed, any notice given under Section  
12 107.080 N.R.S. shall be given by registered letter to the  
13 TRUSTOR(S) at the address herein, \_\_\_\_\_,  
14 and such notice shall be binding upon the TRUSTOR(S), and any  
15 Assignee(s), or Grantee(s) from the TRUSTOR(S).

16 TENTH: It is expressly agreed that the trusts created  
17 hereby are irrevocable by the TRUSTOR.

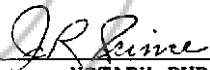
18 IN WITNESS WHEREOF, the TRUSTOR has executed these  
19 presents the day and year first above written.

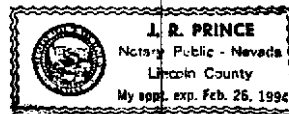
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21 JAMES EDWARD WILKIN

22 STATE OF NEVADA )  
23 : ss.  
24 County of Lincoln )

25 On this 13<sup>th</sup> day of Jan., 1993, personally  
26 appeared before me, a Notary Public for said County and State,  
27 JAMES EDWARD WILKIN, known or proven to me to be the person  
28 described herein, who acknowledged to me that he executed the  
forgoing Deed of Trust freely and voluntarily and for the uses and  
purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunder set my hand and  
affixed my official seal the day and year last above written.

  
NOTARY PUBLIC



NO. 105930  
FILED AND RECORDED AT REQUEST OF  
Sally Limb  
September 11, 1996  
AT 50 MINUTES PAST 2 O'CLOCK  
P M IN BOOK 121 OF OFFICIAL  
RECORDS, PAGE 53 LINCOLN COUNTY  
NEVADA.

YUIRKO SETZER  
COUNTY RECORDER  
by Leslie Boucher  
Deputy