RECORDATION REQUESTED BY:

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STATE BANK OF SOUTHERN UTAH 28 N. MAIN STREET P.O. BOX 340 CEDAR CITY, UT 64720

WHEN RECORDED MAIL TO-

STATE BANK OF SOUTHERN LITAH P.O. ROY 340 CEDAR CITY, UT 84720

SEND TAX NOTICES TO:

STATE BANK OF SOUTHERN UTAH 26 H. MAIM STREET P.O. BOX 340 CEDAR CITY, UT 84720

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## **DEED OF TRUST**

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THIS DEED OF TRUST IS DATED FEBRUARY 23, 1999, among JOHN L. MATHEWS and DONNENE C MATHEWS. HUSBAND AND WIFE, AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP., whose address is PO BOX 569, PIOCHE, NV 89043 (referred to below as "Grantor"); STATE BANK OF SOUTHERN UTAH, whose address is 26 N. MAIN STREET, P.O. BOX 340, CEDAR CITY, UT 84720 (referred to below sometimes as "Lender" and cometimes as "Beneficiary"); and FIRST AMERICAN TITLE COMPANY OF NEVADA, whose address is 687 LYONS AVENUE / P.O. BOX 1048 ELY, NEVADA 89301 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Granfor interocably grants, bergains, sells and conveys to Trustee with power of sale for the benefit of Lender as Beneficiary all of Granfor's right, title, and interest in and to the following described reat properly, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and eith rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits retating to the real property, including without limitation all minerats, oil, gas, geothermal and similar matters, located in LINCOLN County, State of Nevada (the "Real Property"):

SEE EXHIBIT "A"

ALSO ALL WATER RIGHTS THERUNTO APPERTAINING INCLUDING THE FOLLOWING WATER PERMITS ISSUED BY THE STATE OF NEVADA.

SEE EXHIBIT "B"

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The Real Property or its address is commonly known as NOT ADDRESSED, PIOCHE, NV 89043.

Grantor presently assigns absolutely and irrevocably to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and inture leases of the Property and all Rents from the Property. In addition, Grantor grants Lender a Uniform Commercial Code security Interest in the Personal Property defined below.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDESTEDNESS INCLUDING FUTURE ADVANCES AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

DEFINITIONS. The following words shall have the following meanings when used in this Deed of Trust. Terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall meen amounts in lawful money of the United States of America.

Beneficiary. The word "Beneficiary" means STATE BANK OF SOUTHERN UTAH, its successors and essigns. STATE BANK OF SOUTHERN UTAH also is reterned to as "Lender" in this Died of Trust.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee.

Grantor. The word "Grantor" means any and all persons and entities executing this Deed of Trust, including without limitation JOHN I. MATHEWS and DONNENS C MATHEWS.

Guarantor. The word "Guarantor" means and includes without limitation any and all guarantors, surelies, and accommodation parties in

Improvements. The word "improvements" meens and includes without limitation at existing and future improvements, buildings, structures, mobile homes effixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lander to discharge obligations of Grantor or expenses incurred by Truste or Lander to enforce obligations of Grantor under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means STATE BANK OF SOUTHERN UTAH, its successors and essions.

Note. The word "Note" means the Note dated February 23, 1999, in the principal armount of \$249,800.00 from Grantor to Lender, together with all renewals, extensions, modifications, refinancings, and substitutions for the Note. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words "Personal Property" mean all equipment, fatures, mobile homes, manufactured homes or modular homes which have not been legally acceded to the real property in accordance with Nevada law, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to or used in the operation of the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property, and together with all proceeds (including without limitation all insurance proceeds and retunds of premiums) from any sale or other disposition of the Property. 2

Property. The word "Property" means collectively the Real Property and the Personal Property.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guarantes, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word 'Rents' means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the

Trusion. The word "Trusion" means FIRST AMERICAN TITLE COMPANY OF NEVADA and any substitute or successor trusions.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a limely manner partorn all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

STATUTORY COVENANTS. The lollowing Statutory Covenants are hereby adopted and made a part of this Deed of Trust: Covenants Nos. 1, 3, 4, 6, 6, 7, 8 and 9 of N.R.S. 107.030. The rate of inferest default for Covenant No. 4 shall be 18.000% per annum. The percent of counsel fees under

 $\sigma$ S Covenant No. 7 shall be 10%. Except for Covenants Nos. 6, 7, and 8, to the extent any terms of this Deed of Trust are inconsistent with the Statutory Covenants the terms of this Deed of Trust shall control. Covenants 6, 7, and 8 shall control over the express terms of any inconsistent terms of this

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Delault, Grantor may (a) remain in possession and control of the Property, (b) use, operate or manage the Property, and (c) collect any Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to processes its value.

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Deed of Trust, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9801, et seq. ("CERCLA"), the Superhund Amendments and Readurborzation Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, at seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property of the Property or (ii) any actual or threatened tiligation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances described above. Grantor authorizes Lender and its spents to enter upon the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances des

Nulsance, Waste. Granter shall not cause, conduct or permit any nulsance nor commit, permit, or suffer any shipping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Granter will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

Removal of improvements. Grantor shall not demoish or remove any improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable lienes to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Comparance with Governmental Regultrementa. Grantor shall promptly compty with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interest, interests in the Property are not leopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Profect. Grantor agrees neither to abandon not leave unaffended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lander may, at its option, declare immediately due and payable all sums secured by this Deed of Trust spon line sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property or any interest in the Real Property or any interest in the Real Property or any interest in the Real Property or any right, tills or interest therein; whether or not it is tegelly a part of the real property. A "sale or transfer" means the conveyance of Real Property or any right, tills or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether legal, beneficial or equitable; whether voluntary or involuntary; whether legal, deed, instalment sale contract, kind contract, contract for deed, leasehold interest with a term greater than three (3) years, tease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-live percent (25%) of the voting stock, partnership interests or limited solility company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Nevade law.

TAXES AND LIERS. The following provisions relating to the luxes and liens on the Property are a part of this Deed of Trust.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sever), tines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right To Contest. Granfor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filled as a result of nonpayment, Granfor shall within fitteen (15) days after the lien arises or, if a ten is filled, within fitteen (15) days after the lien arises or, if a ten is filled, within fitteen (15) days after Granfor has notice of the filling, secure the discharge of the filling is secure to the filling it is a filling that the filling is a secure that the filling is a filling that the filling that the filling is a f

Evidence of Payment. Granior shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall amhorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least filteen (15) days before any work is commenced, any services are surnished, or any naterials are supplied to the Property, if any mechanics ten, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$1,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender lihat Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of lesurance. Granior shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering at improvements on the Real Property in an amount sufficient to avoid application of any colinsurance clause, and with a standard mortgegee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general stability insurance in such coverage amounts as Lender may request with trustee and Lender being named as additional insurance in such stability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and botter insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender, and issued by a company or companies reasonably ecceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender. Each insurance policy also shall include an andorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance for the full unpaid principal belance of the loan, up to the maintain policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Granior shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or

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replacement exceeds \$500.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casuality. Whether or not replacement exceeds \$500.00. Lender may make proof of loss it Granfor fails to do so within linear (15) days of the casually. Whether or not Lender's security is impaired, Lender may, at its election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Granfor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lander. Lender shall, upon satisfactory proof of such expenditure, pay or relmburse Granfor from the proceeds for the reasonable cost of repair or restoration if Granfor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's Interests may appear.

Unexpired insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Deed of Trust at any trustee's sale or other sale held under the provisions of this Deed of Trust, or at any foreclosure sale of such Property.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the then current replacement value of such property, and the manner of determining that value; and (e) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Deed of Trust, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will be interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's copion, will (a) be payable to, b) be added to the behance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Deed of Trust also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY: DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust

Title. Grantor warrants that: (a) Grantor holds good and markelable title of record to the Property in less simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in lavor of, and accepted by, Lander in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lander under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lander shall be entitled to participate in the proceeding and to be represented in the proceeding by coursel of Lander's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable tews, ordinances, and regulations of governmental authorities.

CONDENNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Truel.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in fieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award of the award of the experience or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, separess, and attorneys' tess incurred by Trustee or Lender in connection with the condemnation. Grantor waives any legal or equitable interest in the net proceeds and any right to require any apportionment of the net proceeds of the award. Grantor agrees that Lender is entitled to apply the award in accordance with this paragraph without demonstrating that its security has been impaired.

Proceedings. If any proceeding in condemnation is filed, Granfor shall promptly notify Lander in writing, and Grantor shall promptly take such steps as may be necessary to detend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lander shall be entitled to participate in the proceeding and to be represented in the proceeding by coursel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lander's lien on the Real Property. Grantor shall relimbure Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Deed of Trust or upon all or any part of the indebtedness secured by this Deed of Trust; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Deed of Trust; (c) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surely bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a triancing statement. Grantor shall retire to the control of the personal property interest. Upon default, Granfor shall assemble the Personal Property in a manner and at a place reasonably convenient to Granfor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

Addresses. The mailing addresses of Granicr (debtor) and Lender (secured party), from which information concerning the security interest granied by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed

Further Assurances. At any lime, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortigages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, cartificates, seems or most security owners, security agreements, interioring statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or destrable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Note, this Deed of Trust, and the Related Documents, and (b) the liens and security interests created by this Deed of Trust as first and prior lens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall relimbures Lander for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. It Grantor talls to do any of the things referred to in the praceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or destrable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of detaulit ("Event of Default") under this Deedloff Took: Default on Indebtedness. Failure of Granfor to make any payment when due on the Indebtedness.

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Default on Other Payments. Failure of Granlor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent fiting of or to effect discharge of any lien.

Default on Subordinate Indebtedness. Default by Granfor under any subordinate obligation or instrument securing any subordinate obligation or commencement of any suit or other action to foreclose any subordinate lien on the Property.

Compliance Default. Failure of Grantor to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Deed of Trust, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Defective Collaterelization. This Deed of Trust or any of the Related Documents ceases to be in full force and affect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Grantor or the dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Foreclosure, Forfetture, etc. Commencement of foreclosure or forfetture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or innefature proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surely bond for the claim satisfactory to Lender.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Trustee or Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lander shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Screenberger, With record to all or any part of the Real Procedu the Trustee shall have the right to forectors by police and sale, and I enter shall have the right to forectors by police and sale, and I enter shall be the right to forectors.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under

UCC Remedies. With respect to all or any part of the Personal Property, Lunder shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Coffect Rents. Lender shall have the right, without notice to Grantor, to take possession of and manage the Property, and, whether or not Lender takes possession, coffect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevolubly designates Lender as Grantor's altorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by lenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subperagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by taw. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount and without any showing as required by N.R.S. 107.100. Employment by Lender shall not disquality a person from serving as a neceiver.

Tenancy at Sufference. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufference of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property Immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or by law.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Notices given by Lender or Trustee under the real property foreclosure proceedings shall be deemed reasonable. Any sale of Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be tree to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. The power of sale under this beed of Trust shall not be exhausted by any one or more sales (or attempts to sell) as to all or any portion of the Real Property remaining unsold, but shall continue unimpaired until all of the Real Property has been sold by exercise of the power of sale and all indebtedness has been paid in full.

Walver; Election of Remedies. A walver by any party of a breach of a provision of this Deed of Trust shall not constitute a walver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lander to pursue any remedy provided in this Deed of Trust, the Note, in any Related Document, or provided by law shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust after failure of Grantor to perform shall not affect Lender's right to declare a default and to exercise any of its remedies.

Attorneya' Feas; Expenses. If Lander institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender which in Lender's opinion are necessary at any time for the protection of its inferest or the enforcement of its injush shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of expenditure unit repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's afterneys' fees whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgened collection services, the cost of searching records, oblaining title reports (including foreclosure reports), surveyors' reports, appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law. Fees and expenses shall include attorneys' fees incurred by Lender, Trustee or both, if either or both are made parties to any action to enjoin foreclosure, or any other legal proceeding instituted by Trustor. The fees and expenses are secured by this Deed of Trust and recoverable from the Property.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust.

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filling a map or plat of the Page Property, including the dedication of streets or other rights to the public; (b) join in granting any essement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set torth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of LINCOLIN County, Nevada. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conterred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

Charton and

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#### **DEED OF TRUST** (Continued)

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set torth in this Deed of Trust. No afteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the

Applicable Law. This Deed of Trust has been delivered to Lender and accepted by Lender in the State of Utah. Except as set forth hereinafter, this Deed of Trust shall be governed by, construed and enforced in accordance with the laws of the State of Utah, except and only to the extent of procedural matters related to the perfection and enforcement by Lender of its rights and remedies against the Property, which matters shall be governed by the laws of the State of Nevada. However, in the event that the enforceability or validity of any provision of this Deed of Trust is challenged or questioned, such provision shall be governed by whichever applicable state or federal law would uphold or would enforce such challenged or questioned provision. The loan transaction which is evidenced by the Note and this Deed of Trust (which secures the Note) has been applied for, considered, approved and made in the State of Utah.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Multiple Parties. All obligations of Grantor under this Deed of Trust shell be joint and severel, and all references to Grantor shell mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Deed of Trust.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be invalid or unentorceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If leasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Deed of Trust in all other respects shall remain valid and enforceabile.

Successors and Assigns. Subject to the limitations stated in this Deed of Trust on transfer of Granton's interest, this Deed of Trust shall be binding upon and inure to the benefit of the perties, their successors and assigns. If ownership of the Property becomes vested in a person other

| than Grantor, Lender, without not way of forbearance or extension v   | tice to Granfor, may deal with Granfor's successors with reference to this Deed of Trust and the line<br>without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness  | lebledness by<br>s.  |
|---|--|--|
| Time is of the Essence. Time is   | of the essence in the performance of this Deed of Trust.   |  |
| unless such waiver is in writing an<br>of such right or any other right. A<br>right otherwise to demand strict<br>between Lender and Grantor, at<br>Whenever consent by Lender is<br>continuing consent to subsequent | r shall not be deemed to have walved any rights under this Deed of Trust (or under the Relate<br>nd signed by Lander. No delay or omission on the part of Lender in exercising any right shall opera.<br>A walver by any party of a provision of this Deed of Trust shall not considute a walver of or projuct<br>compliance with that provision or any other provision. No prior walver by Lander, nor any cou-<br>lat constitute a weiver of any of Lender's rights or any of Grantor's obligations as to any future<br>required in this Deed of Trust, the granting of such consent by Lander in any instance shall<br>tinstances where such consent is required. | le at a waiver<br>les the party's<br>rea of dealing<br>transactions,<br>not constitute |
| Neveda as to all indebtedness sec   |  |  |
| EACH GRANTON ACKNOWLEDGES:<br>TERMS.  | HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGI   | REES TO ITS  |
| GRANTED L. WWW  | Jonnes G. Mathews  |  |
| JOHN L MATHEWS  | DOWNENE C MATHEWS  |  |
|   | INDIVIDUAL ACKNOWLEDGMENT  | · · · · · · · · · · · · · · · · · · ·  |
| STATE OF Utfack   |  |  |
| COUNTY OF Washington  | 198  |  |
| COUNTY OF Washington  |  |  |
| This instrument was acknowledged bef  | ore me on _ <del>2-//-99</del> _ by JOHN L MATHEWS and DONNIENE C MATHEWS.   |  |
| _   | HOTARY PUBLIC  |  |
|   | BART MERRILL   |  |
|   | 25 East Main (Signature of notarial officer)   |  |
| (Seal, if any)  | March 10, 2001  Notary Public in and for State of Lefter   | <del></del> .  |
| L   | STATE OF UTAH  |  |
|   | REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid in full)  |  |
| To:   | , Truties  |  |
| fully paid and satisfied. You are hereby<br>any applicable statute, to cancel the No  | d holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust<br>y directed, upon payment to you of any sums owing to you under the farms of this Deed of Trust o<br>te secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and<br>ated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Picto:   | of Insurance   |
| Date:   | Beneficiary:   |  |
| / -   | By:  |  |
|   | ita:   |  |
|   |  |  |

| To:   | , Trutice  |
|---|--|
| fully paid and satisfied. Y<br>any applicable statute, to | pal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been<br>ou are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to<br>cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey,<br>arties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the<br>i Documents to: |
| Date:   | Beneficiary:   |
| /   | Bur  |
|   |  |
|   | He:  |
| LASER PRO, Reg. U.S. Pat. & T.M.                          | Off., Ver. 3.28b (c) 1999 CFI ProServices, Inc. All rights reserved. [UT-G01 821523.LN]  |
|   | <b>~</b>   |
|   | 2  |

# EXHIBIT "A" DESCRIPTION

All that certain lc:, piece or parcel of land situate in the County of Lincoln, State of Nevada, described as follows:

The Northwesterly part of the large ranch properties divided herewith located in Dry Valley, Lincoln County, Nevada, on both sides of the Mount Diablo Baseline in: Section 36, Township 1 North, Range 68 East; Sections 31 and 32, Township 1 North, Range 69 East, \* TIS, R69E ( which properties are originally described in Book 17, Page 150 Exhibit A, and Book 90, Page 77, and also variously described in Book 65, Page 436 and Book 78, Pages 219 and 224, all in the Official Lincoln County Real Estate Deed Records) described as follows:

#### PARCEL 1:

The point of beginning is a steel fence post located on the Mount Diablo Baseline, or at a point from which the South quarter (S%) corner of Section 36, Township 1 North, Range 68 East, bears due West 1690.75 feet (marked by a B.L.M. brass cap dated 1971 by the U.S. Coast and Gedotic Survey);

Thence South 26°08' West, 393 feet more or less to a steel fence post:

Thence South 63°08' East, 1570 feet more or less to a steel fence post;

Thence South 26°52' West, 77 feet more or less to a steel fence post;

Thence South 63°08' East, 125 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 (prolongation of the) East line of Lot 4, located within the NWK of Section 5, Township 1 South, Range 69 East, or at a point in the center of the Flood Channel approximately 750 feet South of the Mount Diablo Baseline;

Thence North 750 feet more or less to the Northeast corner of said Lot 4 on said Baseline;

Thence East along the said Baseline 930 feet more or less to the South quarter (S%) corner Section 31(Township 1 North, Range 69 East) marked by a B.L.M. brass cap dated 1974;

\*\*Thence continuing "East" (South 89°46'13" East) along said Baseline 520.43 feet \*;

Thence North 03°43'51" East, 731.32 feet \*;

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Thence North 37°37'24" West, 261.41 feet \*;

Thence North 51°22'05" East, 1818.92 feet \*;

Thence North 56°11'13" East, 1837.92 feet \* at the Southeast corner of a concrete well pumpbase;

Thence North 56°43'07" East, 744.95 feet to the East line of the WWNWX Section 31 \*;

Thence North 00°21'08" East, \*\* 995 feet more or less along the said East line to the center of the Meadow Valley Flood Channel;

Thence Westerly 1320 feet more or less along said Flood Channel to a point on the West line of the NWWNWK of said Section 32;

Thence Southwesterly 1130 feet more or less along said Flood Channel to the South line of the NEWNEX of Section 31, Township 1 North, Range 69 East;

Thence West 250 feet more or less along the South line to the Southwest corner of the NEWNEX of Section 31;

Thence South 130 feet more or less to the center of the Flood Channel;

Thence Southwesterly 1650 feet more or less to the North line of the NWWSEK Section 31;

Thence West 2800 feet more or less to the Northwest corner of the NWKSWK Section 31, at the Range 68 East/Range 69 East, Range line at which point is a B.L.M. brass cap marked \*1/4 South 36, Range 68 East/South 31, Range 69 East, 1974\*;

Thence South 1320 feet more or less to the Northwest corner of the SWXSWX Section 31;

Thence West 316 feet more or less along the North line of theSE%SE% Section 36 (Township 1 North, Range 68 East);

Thence South 26°08' West, 1470 feet more or less to the Point of Beginning.

To a 5/8" rebar with cap marked P.L.S. 12751
\*\* Distances and bearings within double asterics are measured
Basis of Bearings of measured lines is the N-S centerline of
Section 31, Township 1 North, Range 69 East, M.D.&M., which is
South 00°26'30" West.

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INCLUDED therefore, previously separated parcels for domestic purposes:

A. Lincoln County Real Estate Deeds Book 87, Pages 429B & 430B File No. 92457, which is described as follows:

That part of the Northwest quarter (NWK) of the Southwest quarter (SWK) of Section 31. Township 1 North, Range 69 East, M.D.&M., being situate North of highway from Pioche to Echo Dam and being more particularly described as follows, to wit;

Beginning at the Northwest corner of the Southwest quarter (SW%) of Section 31, and running thence South along the West line of said Section 31, a distance of 536 feet, more or less, to the North right of way line of said highway from Pioche to Echo Dam;

Thence running Northeasterly along the Northerly right of way of said highway to a point on the North line of said Southwest quarter (SWM) of Section 31;

Thence West along the North line of said Southwest quarter (SNN) of Section 31 a distance of 630 feet, more or less, to the point of beginning.

B. Lincoln County Real Estate Deeds Book 77, Pages 230 through 233, Parcel VII, which is described as follows:

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

Beginning at the West quarter (W%) corner of said Section 31, marked by a brass cap;

Thence South 89°20'30" East, along the quarter section line 860.79 feet to the Northwest (NW) corner of said Parcel One (1), or the true Point of Beginning;

Thence continuing South 89°20'30" East along said quarter (%) section line 208.71 feet to the Northeast (NE) corner;

Thence South 00°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 00°39'30" East, 208.71 feet to the Northeast (NE) corner or place of beginning.

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EXCLUDING THEREFROM, a previously separated parcel for domestic purposes, recorded Lincoln County Real Estate Deeds Book 100, Page 238, which is described as follows:

A parcel of land situate within the Southwest quarter (SWM) of Section 31, Township 1 North, Range 69 East, M.D.&M., being more particularly described as follows, to wit;

Beginning at the most Westerly point of this parcel on the Southeasterly side of the County Road at a point from which the West 1/4 Corner of said Section 31, Township 1 North, Range 69 East, M.D.&M., bears North 46°27'55" West, a distance of 488.82 feet:

Thence North 48°54'11" East, a distance of 286.45 feet to the most Northerly point;

Thence South 45°48'33" East, a distance of 389.85 feet to the most Easterly point of this parcel;

Thence South 45°45'43" West, a distance of 373.34 feet to the most Southerly point;

Thence North 48°56'03" West, a distance of 296.86 feet to a point;

Thence North 20°46'12" East, a distance of 68.29 feet to a point;

Thence North 18°25'12" West, a distance of 89.64 feet to the point of beginning.

Said property also described as:

A parcel of land situated within the Northwest quarter (NW%) of the Southwest quarter (SW%) of Section 31, Township 1 North, Range 69 East M.D.&M., more particularly described as follows:

Beginning at the Northwesterly corner of this parcel at a point marked by a rebar/cap "Hulse PLS 6498" from which the West quarter corner of said Section 31 (a BLM brass cap dated 1974) bears North 45°37'59" West, 477.66 feet;

Thence along the Southerly side of the paved Echo Dam road, North 49°48'42" East, 287.87 feet to a rebar/cap marked "Hulse PLS 6498";

Thence South 44°46'34° East, 389.36 feet to a rebar/cap marked "PLS 12751";

Thence South 46°35'40" West, 373.34 feet to a rebar/cap marked "PLS 12751";

Thence North 48°06'08" West, 296.86 feet to a rebar/cap marked "PLS 12751";

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Thence North 20°46'12" East, 68.29 feet to a rebar/cap marked "PLS 12751";

Thence North 17°05'56" West, 89.01 feet to the point of beginning.

The basis of bearings being North 0°26'30" East, as the North-South centerline of said Section 31 as recorded on the Dry Valley Tract Plat A, Page 160 of Lincoln County Records.

#### PARCEL 2:

That portion of the Southeast quarter of the Northeast quarter (SEMNEM) and the Northeast quarter of the Southeast quarter (NEMSEM) of Section 6, lying East of the Meadow Valley Wash Channel, and that portion of the Southwest quarter of the Northwest quarter (SWMNWM) of Section 5, all in Township 1 South, Range 69 East, M.D.&M., situate South of the Meadow Valley Wash Channel in what is known as Dry Valley, Lincoln County, Nevada.

\*Reference being made to Record of Survey, recorded January 5, 1999, in Book B, Page 180 of Plats as File No. 112126, Lincoln County, Nevada.

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# EXHIBIT "B"

## WATER RIGHTS AND APPLICATON NUMBERS:

Permit #16493, Certificate #5629
Permit #18352, Certificate #6252
Permit #20829, Certificate #7402
Permis #22469, Certificate #7896
Permit #24217, Certificate #8726
Permit #24218, Certificate #8727
Permit #24219, Certificate #8728
Permit #24509, Certificate #8728
Permit #24509, Certificate #9259
Permit #37560, Proof of Beneficial Use Lacking
Permit #37761, 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

# NO. 112396

FIRST AMERICAN TITLE
MARCH 2, 1999

AT 30 MINUTES PAST 3 OF CLOCK
PM N SOCK 140 OF OFFICIAL
RECORDS PAGE 278 LINCOLS

COUNTY NEVADA. BOUCHO

900K 140 MGE 288