

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 15th day of November, 1984, between

HARMON RIGELMAN and ELAINE RIGELMAN, husband and wife herein called TRUSTOR, whose address is

(Number and Street) (City) (State)

FIRST CENTENNIAL TITLE COMPANY OF NEVADA, INC., a Nevada corporation, herein called TRUSTEE, and

JOSEPH F. ARROYO, a married man, as his sole and separate property, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the County of Douglas, State of Nevada, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO.

This document is being re-recorded to correct the legal description

Together with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, subject, however, to the right of Beneficiary, during any period of default hereunder, and without waiver of such default, to collect said rents, issues and profits by any lawful means, and to apply the same, less costs and expenses of collection, to any indebtedness secured hereby.

For the purpose of securing (1) payment of the sum of \$ 48,000.00----- with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; and (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, Trustor agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (16) inclusive of the Deed of Trust recorded in the Book and at the page, or document No. of Official Records in the Office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz.:

Table with 4 columns: COUNTY, DOCUMENT No., BOOK, PAGE. Lists property details for Clark, Churchill, Douglas, Elko, Esmeralda, Eureka, Humboldt, Lander, Lincoln, Lyon, Mineral, Nye, Ormsby, Pershing, Storey, Washoe, and White Pine.

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

Beneficiary or the collection agent appointed by Beneficiary may charge a fee of not to exceed \$25.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby.

The parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be in an amount equal to the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust, and with respect to attorney's fees provided for by covenant 7 the percentage shall be a reasonable percentage.

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

STATE OF NEVADA

SIGNATURE OF TRUSTOR

On Nov. 15th, 1984 personally appeared before me, a Notary Public, HARMON RIGELMAN and ELAINE RIGELMAN who acknowledged that they executed the above instrument.

Signatures of Harmon Rigelman and Elaine Rigelman with printed names below.

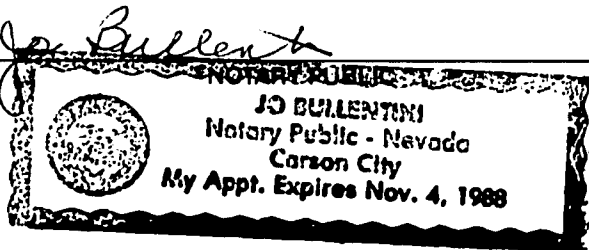


EXHIBIT "A"

SITUATE IN DOUGLAS COUNTY, STATE OF NEVADA AND DESCRIBED AS FOLLOWS:

Being the Northeast ¼ of the Southwest ¼ of Section 29, Township 14 North, Range 20 East, M.D.B. & M.

FURTHER EXCEPTING THEREFROM any portion of said land lying within the high water mark flow of the Carson River, as it now exists.

FURTHER EXCEPTING THEREFROM all minerals, oil, gas and other hydrocarbons now or at any time hereafter situate therein and thereunder and which may be produced therefrom together with the free and unlimited right to mine, drill, bore, operate and remove said minerals from beneath the surface of said land at any level below the surface of the herein described property as conveyed in the Grant Deed from Nevis Industries, Inc., a Nevada Corporation to Stock Petroleum Co., Inc., recorded March 13, 1980 in Book 380 Page 1315, as Document No. 42677.

BEING FURTHER DESCRIBED AS:

Parcel 14 as set forth on that certain Land Division Map for NEVIS INDUSTRIES INC., #3, a Redivision of Parcels 1, 2, 3, 4, 5, 6 of Land Division Map for H.F. Dangberg Livestock Co., No. 2, portions of Section 20, 28, 29, 30, 31, 32 and 33, Township 14 North, Range 20 East, M.D.B & M., Douglas County, Nevada.

A Portion of 21-290-30

When recorded return to:
First Centennial Title
530 E. Plumb Lane
Reno, NV 89502

REQUESTED BY
CHARTER TITLE INS.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'85 MAR -7 A9:54

SUZANNE BEAUDREAU
RECORDER

\$6⁰⁰ PAID. *Bh* DEPUTY

114372

BOOK **385** PAGE **380**

REQUESTED BY
CHARTER TITLE INS.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

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SUZANNE BEAUDREAU
RECORDER

\$6⁰⁰ PAID. *JU* DEPUTY

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BOOK **1184** PAGE **1654**