

100197

DEED OF TRUST

THIS DEED OF TRUST, made and entered into as of the 3rd day of September, 1985, by and between KEVIN JACKSON, a single man of Crescent Valley, Nevada, First Party, hereinafter called the Grantor; FIRST AMERICAN TITLE COMPANY OF NEVADA, a Nevada corporation, Second Party, hereinafter called the Trustee; and JAY WINTLE and GRACE ANN WINTLE, his wife, of Beowawe, Nevada, Third Party, being hereinafter called the Beneficiary; it being understood that the words used herein in any gender includes all other genders, the singular number includes the plural, and the plural the singular,

W I T N E S S E T H:

THAT WHEREAS, the said Grantor is indebted to the said Beneficiary, JAY WINTLE and GRACE ANN WINTLE, his wife, in the sum of SIX THOUSAND FIVE HUNDRED DOLLARS (\$6,500.00), lawful money of the United States, and has agreed to pay the same according to the terms and tenor of a certain Promissory Note of even date herewith, and made, executed and delivered by said Grantor to said Beneficiary, which note is in the words and figures as follows, to wit:

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P. O. BOX 399
ELKO, NEVADA 89801-0399

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\$6,500.00

Elko, Nevada September 3, 1985.

FOR VALUE RECEIVED, the Undersigned promises to pay to the order of JAY WINTLE and GRACE ANN WINTLE, his wife, as joint tenants with right of survivorship and not as tenants in common, at Elko, Nevada, or wherever payment may be demanded by the holder of this note, the sum of SIX THOUSAND FIVE HUNDRED DOLLARS (\$6,500.00), together with interest to accrue upon the declining balance at the rate of ten per cent (10%) per annum from date hereof until paid, all in the manner following, to-wit:

\$164.87, on or before the 3rd day of October, 1985, and a like sum on or before the 3rd day of each and every month thereafter until the entire balance of principal together with accrued interest shall be paid in full. Said monthly payments shall be applied first to accrued interest to date thereof and the remainder upon the principal.

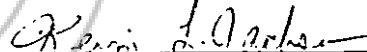
The Maker may, at his option, make payments or pay the entire unpaid principal, with accrued interest, in full at any time. Said payments shall be applied first to accrued interest to date of payment and the remainder upon the principal. Said additional payments shall not be cumulative payments, but the Maker shall, in all events, pay at least the sums required by the above payment schedule.

The Maker and endorsers waive demand, diligence, presentment, protest and notice of protest and nonpayment.

In the event of default in the payment of any sum of principal or interest, or both, due hereunder, according to the terms and tenor hereof, or in the performance of any of the provisions of any security instruments now or hereafter securing this Note, the holders may, at their option, declare the entire amount of principal and interest due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

In case of default in the payment of any part of the principal or interest due hereunder, the Undersigned promises and agrees to pay the holders' reasonable attorney fee and costs incurred in collecting the same before and during litigation or nonjudicial foreclosure.

This Note is secured by Deed of Trust of even date.



KEVIN JACKSON

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NOW, THEREFORE, the said Grantor, for the purpose of securing the payment of said Promissory Note, and also the payment of all monies herein agreed or provided to be paid by the said Grantor, or which may be paid out or advanced by the said Beneficiary or Trustee under the provisions of this instrument, with interest in each case, does hereby grant, bargain, sell, convey and confirm unto the said Trustee all of the right, title and interest, claim and demand, as well in law as in equity, which the said Grantor may now have or may hereafter acquire of, in or to the following described real property situate in the County of Eureka, State of Nevada, and being more particularly described as follows, to wit:

Lot 16, Block 22, of CRESCENT VALLEY RANCH & FARMS, UNIT #1, as per map recorded in Eureka County, Nevada as File No. 34081.

EXCEPTING THEREFROM, all petroleum, oil, natural gas and products derived therefrom, as reserved in deed executed by SOUTHERN PACIFIC LAND COMPANY to H. J. BUCHENAU and ELSIE BUCHENAU recorded September 24, 1951 in Book 24 of Deeds at page 168, Eureka County, Nevada.

TOGETHER WITH all improvements situate thereon, or which are placed thereon during the life of this Deed of Trust.

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

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

The following covenants, Nos. 1, 2 (100% replacement cost), 3, 4 (10%), 5, 6, 7 (legal rate), 8 and 9 of NRS 107.030, are hereby adopted and made a part of this Deed of Trust.

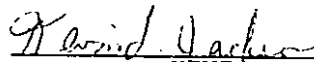
This Deed of Trust also secures payment for further sums and the promissory notes evidencing the same, together with interest as shall be provided for therein, as may hereafter be loaned or advanced by the Beneficiary to the Grantor.

Said Grantor, in consideration of the premises, hereby covenants and agrees that neither the acceptance nor existence, now or hereafter, of other security for the indebtedness secured hereby, nor the release thereof, shall operate as a waiver of the security of this Deed of Trust, nor shall this Deed of Trust nor its satisfaction nor a reconveyance made hereunder operate as a waiver of any such other security now held or hereafter acquired.

The Grantor expressly covenants and agrees at all times during the term hereof, and with respect to the land herein described, and all buildings and other improvements now or hereafter located or placed thereon:

- A. To properly care for and maintain the same in their present condition, order and repair, ordinary and reasonable wear and tear excepted;
- B. Not to alter, remove or change the present use of the same without the prior written consent of the Beneficiary;
- C. Not to commit or permit any waste of the same; and
- D. Not to do any other act or omit to do any other act which results, or is likely to result, in a reduction or impairment of the value of the same.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand as of the day and year first hereinabove written.



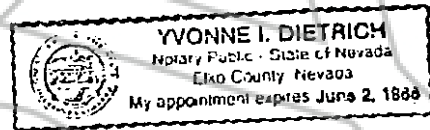
KEVIN JACKSON

STATE OF NEVADA,)
) ss.
COUNTY OF ELKO.)

On this September 3, 1985, personally appeared before me, a Notary Public, KEVIN JACKSON, who acknowledged that he executed the foregoing instrument.

Yvonne I. Dietrich
Notary Public

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RECORDED AT REQUEST OF
FIRST AMERICAN TITLE CO. OF NEVADA
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OFFICIAL RECORDS
ELKO COUNTY, NEVADA
J.H. REBALEATI, RECORDER
FILE NO. 100197
FEE \$ 9.00

WILSON AND BARROWS, ^{BOOK 138 PAGE 299} L.L.
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P. O. BOX 389
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