

115935

DEED OF TRUST

THIS DEED OF TRUST, made this 27th day of January 1988, by and between WAYNE D. ROBINSON and MARY BETH ROBINSON, husband and wife, as Trustor, and FRONTIER TITLE COMPANY, as Trustee, and KAFOURY, ARMSTRONG & COMPANY PROFIT SHARING TRUST, as Beneficiary. (It is distinctly understood that the words "Trustor" and "Beneficiary" and the word "his" referring to the Trustor 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.)

WITNESSETH:

That said Trustor hereby grants, conveys and confirms unto said Trustee in trust with power of sale, the following described real property situate in the County of Eureka, State of Nevada, to-wit:

Lot 2 of Block 21 of the Town of Eureka, according to the official map thereof, filed in the Office of the County Recorder of Eureka County, State of Nevada.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title and interest, homestead or other claim or demand, as well in law as in equity, which the Trustor now has or may hereafter acquire, or, in or to the said premises or any part thereof, with the appurtenances.

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

Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, 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 his own name for or otherwise collect such 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.

The entering upon and taking possession of said property, the collection of such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done 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 Thirty Thousand Dollars

BOOK 172 PAGE 076

LAW OFFICES
GARY D. FAIRMAN
A PROFESSIONAL CORPORATION
737 AVENUE G, P.O. BOX 8
ELY, NEVADA 89301
(702) 289-4422

9/5/97 Reconveyance Book 32 pg 448

1 (\$30,000.00) in lawful money of the United States of America,
2 with interest thereon in like money and with expenses and counsel
3 fees according to the terms of the Promissory Note or Notes for
4 said sum executed and delivered by the Trustor to the
5 Beneficiary; such additional amounts as may be hereafter loaned
6 by the Beneficiary or his successor to the Trustor or any of
7 them, or any successor in interest of the Trustor, with interest
8 thereon, and any other indebtedness or obligation of the Trustor
9 or any of them, and any present or future demands of any kind or
10 nature which the Beneficiary, or his successor, may have against
11 the Trustor or any of them, whether created directly or acquired
12 by assignment; whether absolute or contingent; whether due or
13 not, or whether otherwise secured or not, or whether existing at
14 the time of the execution of this instrument, or arising
15 thereafter; also as security for the payment and performance of
16 every obligation, covenant, promise or agreement herein or in
17 said note or notes contained.

18 Trustor grants to Beneficiary the right to record
19 notice that this Deed of Trust is security for additional amounts
20 and obligations not specifically mentioned herein but which
21 constitute indebtedness or obligations of the Trustor for which
22 Beneficiary may claim this Deed of Trust as security.

23 AND THIS INDENTURE FURTHER WITNESSETH:

24 FIRST: The Trustor promises and agrees to pay when due
25 all claims for labor performed and materials furnished for any
26 construction, alteration or repair upon the above-described
27 premises; to comply with all laws affecting said property or
28 relating to any alterations or improvements that may be made
29 thereon; not to commit, suffer or permit any acts upon said
30 property in violation of any law, covenant, condition or restric-
31 tion affecting said property.

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

THIRD: The following covenants, Nos. 1, 2 (\$30,000.00
amount of insurance), 3, 4 (interest 12% per annum), 5, 6, 7
(counsel fees 15%) and 8 of N.R.S. 107.030, are hereby adopted
and made a part of this Deed of Trust.

FOURTH: Beneficiary may, from time to time, as
provided 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

1 in accordance with the provisions of the covenants hereinabove
2 adopted by reference.

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

9 SEVENTH: In the event of any tax or assessment on the
10 interest under this Deed of Trust it will be deemed that such
11 taxes or assessments are upon the interest of the Trustor, who
12 agrees to pay such taxes or assessments although the same may be
13 assessed against the Beneficiary or Trustee.

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

17 NINTH: In the event of a default in the performance or
18 payment under this Deed of Trust or the security for which this
19 Deed of Trust has been executed, any notice given under Section
20 107.080 N.R.S. shall be given by registered letter to the
21 Trustor(s) at the address herein, P.O. Box 1447, Fallon, NV 89406

22 and such notice shall be binding upon the Trustor(s),
23 Assignee(s), or Grantee(s) from the Trustor(s).

24 TENTH: It is expressly agreed that the trusts created
25 hereby are irrevocable by the Trustor.

26 IN WITNESS WHEREOF, the Trustor has executed these
27 presents the day and year first above written.

28 Wayne D. Robinson
29 WAYNE D. ROBINSON

30 Mary Beth Robinson
31 MARY BETH ROBINSON

32 STATE OF Nevada,)
33) ss.
34 County of Churchill.)

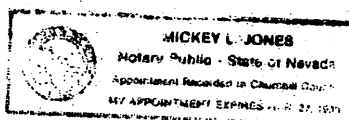
35 On this 15th day of January, 1988, before me, a
36 Notary Public, appeared WAYNE D. ROBINSON and MARY BETH ROBINSON,
37 husband and wife, known to me to be the persons described in and
38 who acknowledged that they executed the above instrument.

39 Mickey L. Jones
40 NOTARY PUBLIC

41 RECORDED AT THE REQUEST OF
42 Ernest Miller
43 BOOK 172 PAGE 076

44 '88 JAN 28 AM 27

45 OFFICIAL RECORDS
46 CLERK OF COUNTY OF NEVADA
47 FILE NO. 115235
48 FEE \$ 7.00



49 -3 and last-

BOOK 172 PAGE 076