

BOOK 218 PAGE 117

EXCEPTING THEREFROM, all the oil and gas in and under said land, reserved by the United State of America in Patent, recorded April 15, 1966, in Book 10, Page 331, Official Records, Eureka County, Nevada. Together with all buildings and improvements thereon.

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 WIT:

The Grantor hereby grants, transfers and assigns to the Trustee in trust, with power of sale, all of the following described real property situated in the County of Eureka, State of Nevada, more particularly described as follows,

W I T N E S S E T H I

Beneficiary.

Lynda Robinson

AS GRANTOR, and Frontier Title Company as Trustee, and

by and between Dennis E. Wells Jr. and Kammy R. Wells

THIS DEED OF TRUST, made this 20th day of October, 1990

* * *

DEED OF TRUST

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1 TO HAVE AND TO HOLD the same unto said Trustee

2 and its successors, in trust, to secure the performance of

3 the following obligations, and payment of the following debts:

4 ONE: Payment of an indebtedness evidenced by a

5 certain Promissory Note dated October 20, 1989, in

6 the principal amount of \$13,200.00, with interest

7 thereon, expenses, attorney fees and other payments therein

8 provided, executed and delivered by the grantor payable to

9 the Beneficiary or order and any and all extensions or renewals

10 thereof.

11 TWO: Payment of such additional amounts as may

12 be hereafter loaned by the Beneficiary to the grantor, with

13 interest thereon, expenses and attorney fees, and any other

14 indebtedness or obligation of the grantor to the Beneficiary.

15 THREE: Payment of all other sums with interest

16 thereon becoming due or payable under the provisions hereof

17 to either Trustee or Beneficiary.

18 FOUR: Payment, performance and discharge of each

19 and every obligation, covenant, promise and agreement of grantor

20 herein or in said note contained and of all renewals, extensions,

21 revisions and amendments of the above described notes and any

22 other indebtedness or obligation secured hereby.

23 To protect the security of this Deed of Trust,

24 it is agreed as follows:

25 1. The Beneficiary has the right to record notice

26 that this Deed of Trust is security for additional amounts

27 and obligations not specifically mentioned herein but which

27 less costs and expenses of litigation and expenses assigned
 26 any condemnation award to which the Grantor shall be entitled
 25 hereto, or any part thereof, by paramount authorized, all of
 24 6. In case of condemnation of the property subject

23 the premises at all reasonable times.
 22 by the Beneficiary shall have the right to enter upon and inspect
 21 5. The Beneficiary and any persons authorized

20 in lawful money of the United States of America.
 19 4. All payments secured hereby shall be paid

18 of this Deed of Trust.
 17 and to any and all defaults of deficiencies in performance
 16 contained herein in addition to those adopted by reference,
 15 to include and apply to all conditions, covenants and agreements
 14 Trust. In connection with Covenant No. 6, it shall be deemed
 13 107.030 are hereby adopted and made a part of this Deed of
 12 2; 3; 4; 1385; 6; 7 (reasonable); 8; and 9 or N.R.S.

11 3. The following covenants, Nos. 1; at (_____):
 10 the security hereby given.

9 be done anything which shall impair, lessen, diminish or deplete
 8 land, buildings, and improvements; and shall not do nor to
 7 shall not commit or permit any waste or deterioration of the

6 or landscaping thereon hereafter placed or constructed thereon,
 5 demolish, neglect, or damage any buildings, fixtures, improvements
 4 described in good condition, order and repair; shall not remove,

3 2. The Grantor shall keep the property herein
 2 the Beneficiary may claim this Deed of Trust as Security.

1 constitute indebtedness or obligations of the Grantor for which

BOOK 2 | 8 PAGE 119

(4)

1 by the Grantor to the Beneficiary, who is hereby authorized
 2 to receive and receipt for the same and apply such proceeds
 3 as received, toward the payment of the indebtedness hereby
 4 secured, whether due or not.

5 7. If default be made in the performance or pay-
 6 ment of the obligation, note or debt secured hereby or in the
 7 performance of any of the terms, conditions and covenants of
 8 this Deed of Trust, or the payment of any sum or obligation
 9 to the paid hereunder, or upon the occurrence of any act or
 10 event of default hereunder, and such default is not cured within
 11 thirty-five (35) days after written notice of default and of
 12 election to sell said property given in the manner provided
 13 by N.R.S. 107.080 as in effect on the date of this Deed of
 14 Trust, Beneficiary may declare all notes, debts and sums secured
 15 hereby or payable hereunder immediately due and payable although
 16 the date of maturity has not yet arrived.

17 8. The Promissory Note secured by this Deed of
 18 Trust is made a part hereof as if fully herein set out.

19 9. The commencement of any proceeding under
 20 the Bankruptcy or Insolvency laws by or against the Grantor
 21 or the maker of the note secured hereby; or the appointment
 22 of receiver for any of the assets of the Grantor hereof or
 23 the maker of the Note secured hereby of a general assignment
 24 for the benefit of creditors, shall constitute a default under
 25 this Deed of Trust. The obligation for which this Deed of
 26 Trust is security may NOT be assumed by another person or entity
 27 without express written approval of the Beneficiary hereof.

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10. The and rights and remedies herein granted shall not exclude any other rights or remedies granted by law, and all rights or remedies granted hereunder of permitted by law shall be concurrent and cumulative.

11. All the provisions of this instrument shall insure to and bind the heirs, legal representatives, successors and assigns of each party hereto respectively as the context permits. All obligations of each grantor hereunder shall be joint and several. The "grantor" and any reference thereto shall include the masculine, feminine and neuter genders and the singular and plural, as indicated by the context and number of parties hereto.

12. Any notice given to grantor under Section 107.080 of N.R.S. in connection with this deed of trust shall be given by registered or certified letter to the grantor addressed to the address set forth near the signatures on the deed of Trust, or at such substitute address as grantor may direct in writing to Beneficiary and such notice shall be binding upon the grantor and all assignees or grantees of the grantor.

13. It is expressly agreed that the trusts created hereby are irrevocable by the grantor.

IN WITNESS WHEREOF: The Grantor has Executed these presents the day and year first above written.

GRANTOR:

James E. Wells Jr.
James E. Wells Jr.

Kammy R. Wells
Kammy R. Wells

BENEFICIARY:

Lynna R. Robinson
Lynna Robinson

P. O. Box 112

Eureka, Nevada

89316

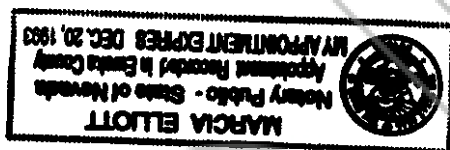
P. O. Box 420

Eureka, Nevada

89316

NOTARY:

Personally appeared before me, Marcia Elliott, a Notary Public for the State of Nevada, Rommie E. Wells, Jr, who subscribed and executed the above instrument in my presence this thirtieth day of November, 1990.



Marcia Elliott
STATE OF UTAH)
COUNTY OF GRAND) 88

ON THE 23rd DAY OF NOVEMBER, 1990 A.D.,

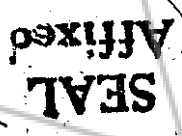
PERSONALLY APPEARED BEFORE ME Kammy R. Wells, THE SAME

SIGNER OF THE ABOVE INSTRUMENT

WHO DULY ACKNOWLEDGED TO ME THAT

HE EXECUTED THE SAME

NOTARY PUBLIC (6) and last-



MY COMMISSION EXPIRES 3-28-92

BOOK 218 PAGE 122
EUREKA COUNTY, NEVADA
M.N. REBAL EATL. RECORDER
FILE NO. 1000

30 DEC 17 A9:21
Carle Robinson

134985
BOOK 218
PAGE 117
RECORDED AT THE REQUEST OF
OFFICIAL RECORDS

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