

DEED OF TRUST

THIS DEED OF TRUST, made this 5th day of July,

1994, by and between JEFF LYNN, a married man dealing with his sole and separate property, as Trustor, and STEWART TITLE OF NORTHEASTERN NEVADA, a Nevada corporation, as Trustee, and WALTER J. PUZIA and BARBARA M. PUZIA, husband and wife, as joint tenants with right of survivorship, as Beneficiaries;

W I T N E S S E T H:

That the said Trustor hereby grants, bargains, sells, conveys and confirms unto the said Trustee, and to its successors and assigns, with power to sell, the following described real property

situate in the County of Eureka, State of Nevada, more particularly described as follows:

TOWNSHIP 31 NORTH, RANGE 48 EAST, MDB&M.

Section 25; S1S1SE1NW1

EXCEPTING THEREFROM all petroleum, oil, natural gas and products derived therefrom, lying in and under said land as reserved by SOUTHERN PACIFIC LAND COMPANY, in Deed recorded September 24, 1951, in Book 24, Page 168, Deed Records, Eureka County, Nevada.

TOGETHER with any and all buildings and improvements situate thereon.

TOGETHER with the tenements, hereditaments and appurtenances thereto belonging or appertaining, and the reversions and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the same unto the Trustee, and to its

successors and assigns, upon the trusts, covenants and agreements

ROSS P. EARDLEY  
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ELKO, NEVADA 89801

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herein expressed and as security for the payment of a certain Promis-

sory Note of even date herewith, for the principal sum of \$3,000.00,

bearing interest from the date thereof at the rate of 8% per annum,

said principal sum and interest being payable in monthly install-

ments, as more specifically set forth in said Note; said Note being

executed by the Trustor herein to the said Beneficiaries and payable

at Eureka, Nevada, or wherever else said Beneficiaries in writing

designate. Said Note is hereby referred to and incorporated herein

as though set forth in full herein.

This Deed of Trust is also given as security for the payment

of any and all monies which the Beneficiaries and Trustee, or either

of them, may or shall hereafter loan or advance to the Trustor, or

advance for his account, even though the said loan or advance may be

secured by other mortgage or Deed of Trust and as security for the

payment of all other monies that may become due from the Trustor from

any cause whatsoever, including the payment of all other monies

hereby agreed or provided to be paid by the Trustor, or which may be

paid out, or advanced, by the Trustee, or by the Beneficiaries, under

the provisions of this Deed of Trust.

The Trustor hereby covenants and agrees:

1. The Trustor promises and agrees to properly care for and

keep the property herein described, including any fences, buildings

and other improvements thereon, in at least as good a condition of

repair and maintenance as the same now are, subject to normal wear

and tear, and to care for, protect and maintain any and all buildings

situate thereon, and to otherwise protect and maintain said premises

and not to commit any waste or deterioration thereof. The

Trustor may make such alterations or improvements as he may desire on said premises, so long as they do not lessen the value of said property, and the Trustor shall pay, when due, all claims for labor performed or material furnished thereon.

2. That the Beneficiaries, or their duly authorized agents, shall at all reasonable times have the right to enter upon said premises and inspect the same.

3. The Trustor covenants, warrants and represents that the title conveyed is a fee simple absolute title, free and clear of all encumbrances; that he will forever warrant and defend the title to the premises above mentioned to the Trustee and Beneficiaries and their successors and assigns, against all lawful claims and demands of all persons whomsoever.

4. The following covenants Nos. 1, 2 (\$ NONE), 3, 4(8%), 5, 6, 7(Reasonable), 8 and 9 of Section 107.030 NRS are hereby adopted and made a part of this Deed of Trust.

5. The reconveyance of this Deed of Trust shall be at the cost and expense of the Trustor, or such other persons entitled to reconveyance.

6. The acceptance by said Beneficiaries of any payment of the indebtedness hereby secured shall not operate as a waiver by the

Beneficiaries of any default by the Trustor made previously to such payment in any of the covenants or agreements to be made, kept and performed by the Trustor herein provided.

7. The Trustor hereby covenants and agrees that neither the acceptance nor existence, now or hereafter, of any 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 such other security now held or hereafter acquired.

8. All the provisions of this instrument shall apply to and

bind the legal representatives, successors and assigns of the respective parties hereto, and it is distinctly understood and agreed that

the words Trustor, Grantor, Trustee or Beneficiaries, as used in this instrument, and any pronoun referring thereto, is intended to and

does include the masculine, feminine and neuter genders, and the singular and plural numbers; that the covenants and agreements of the

Trustor or Grantor herein shall be construed to be the joint and several covenants and agreements of all persons who sign this instrument; that if any provision of this Deed of Trust be judicially

declared invalid, such decision shall not affect the validity of the remaining provisions, and if any sale made hereunder shall be judicially declared invalid or deemed by the Beneficiaries to be invalid,

such sale shall not exhaust the power of sale, and the Trustee, at the request of the Beneficiaries, may proceed anew with the sale of this property, in order to enforce fully the provisions of this Deed of Trust.

9. Said Trustor agrees that the said Trustee, or its successors in interest, shall not incur any liability on account of any act done or omitted to be done, in good faith, under the provisions of this Deed of Trust, and that said Trustee shall be fully protected in acting upon any statement, report, order, notice, request, consent or

other paper or document believed to be genuine and signed by the proper parties.

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

Jeff Lynn  
JEFF LYNN

STATE OF NEVADA )  
: SS. )  
COUNTY OF )

1994, by JEFF LYNN.

RENISE H. LEMLER  
Notary Public - State of Nevada  
Appointment Recorded in Eureka County  
MY APPOINTMENT EXPIRES SEPT. 5, 1994

Renise H. Lemler  
NOTARY PUBLIC

This instrument was acknowledged before me on July 5, 1994

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OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Jeff Lynn*  
94 JUL 18 09:59  
EUREKA COUNTY, NEVADA  
M.M. REBALZATI, RECORDER  
FILE NO. 1100

153655

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