

152662

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 GEORGE S. WHITEMAN & ASSOCIATES, a California corporation, as Beneficiary;

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 13: SW1/4SW1/4

EXCEPTING THEREFROM all petroleum, oil, natural gas and products derived therefrom, within or underlying said land or that may be produced therefrom, and all rights thereto, as reserved by Southern Pacific Land Company, in Deed to H. J. Buchenau and Elsie Buchenau, recorded September 24, 1951, in Book 24, Page 168, *per* Deed Records, Eureka County, Nevada.

FURTHER EXCEPTING THEREFROM 25% of the geothermal, basalt and other mineral resources lying below a depth of 500 feet of the surface as reserved by Real Property Systems, Inc., a California corporation, et al, in Deed recorded January 7, 1980, in Book 77, Page 416, Official Records, Eureka County, Nevada.

TOGETHER with any and all buildings and improvements situate thereon.

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ROSS P. EARDLEY
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TOGETHER with the tenements, hereditaments and appur-
tenances thereunto belonging or appertaining, and the
reversion 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
herein expressed and as security for the payment of a certain Promis-
sory Note of even date herewith, for the principal sum of \$3,750.00,
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 Beneficiary and payable at
Eureka, Nevada, or wherever else said Beneficiary in writing desig-
nates. 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 Beneficiary 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 Beneficiary, 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 nor permit 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 Beneficiary, or its 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 Beneficiary 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 Beneficiary of any payment of the indebtedness hereby secured shall not operate as a waiver by the Beneficiary 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 respec-

tive parties hereto, and it is distinctly understood and agreed that

the words Trustor, Grantor, Trustee or Beneficiary, 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 instru-

ment; 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 judi-

cially declared invalid or deemed by the Beneficiary to be invalid,

such sale shall not exhaust the power of sale, and the Trustee, at

the request of the Beneficiary, 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 succe-
 sors 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.

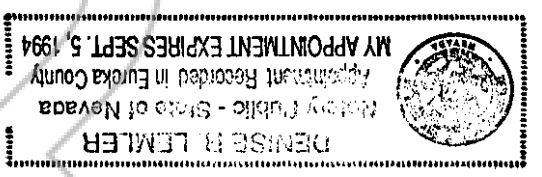
IN WITNESS WHEREOF, the said Trustor has executed these
 presents the day and year first above written.

JEFF LYNN
Jeff Lynn

STATE OF NEVADA
 :
 : SS.
)
) COUNTY OF

This instrument was acknowledged before me on July 5, 1994.

1994, by JEFF LYNN.



Denise H. Lemler
 NOTARY PUBLIC

BOOK 274 PAGE 168
 OFFICIAL RECORDS
 RECORDED AT THE REQUEST OF
 Stewart Title
 94 AUG 15 AM 10:35
 EUREKA COUNTY NEVADA
 M.N. REBALANCE, RECORDER
 FILE NO. 154662
 FEES 11.00