

THIS DEED OF TRUST, made this 10th day of August, 1994, by and between JEFF LYNN, a married man dealing with his sole and separate property, as Trustor, and FIRST AMERICAN TITLE CO. OF NEVADA, 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 49 EAST, MDB&M.

Section 31: Northwest 1/4 of the Northwest 1/4, also known as Lot 1, as per Government Survey.

EXCEPTING THEREFROM all petroleum, oil, natural gas and products derived therefrom as reserved by SOUTHERN PACIFIC LAND COMPANY, a California Corporation, 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 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

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BOOK 274 PAGE 257

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herein expressed and as security for the payment of a certain Promissory Note of even date herewith, for the principal sum of \$2,000.00, bearing interest from the date thereof at the rate of 8% per annum, said principal sum and interest being payable in monthly installments, 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 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 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 whatsoever.

4. The following covenants Nos. 1, 2 (\$ _____), 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

acting upon any statement, report, order, notice, request, consent or this Deed of Trust, and that said Trustee shall be fully protected in

done or omitted to be done, in good faith, under the provisions of
sors in interest, shall not incur any liability on account of any act
9. Said Trustor agrees that the said Trustee, or its succes-

of Trust.

this property, in order to enforce fully the provisions of this Deed
the request of the Beneficiaries, may proceed anew with the sale of

such sale shall not exhaust the power of sale, and the Trustee, at
cially declared invalid or deemed by the Beneficiaries to be invalid,

remaining provisions, and if any sale made hereunder shall be judi-
declared invalid, such decision shall not affect the validity of the

ment; that if any provision of this Deed of Trust be judicially
several covenants and agreements of all persons who sign this instru-

Trustor or Grantor herein shall be construed to be the joint and
singular and plural numbers; that the covenants and agreements of the

does include the masculine, feminine and neuter genders, and the
instrument, and any pronoun referring thereto, is intended to and

the words Trustor, Grantor, Trustee or Beneficiaries, as used in this
tive parties hereto, and it is distinctly understood and agreed that

bind the legal representatives, successors and assigns of the respec-
8. All the provisions of this instrument shall apply to and

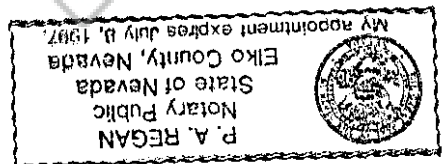
hereafter acquired.

hereunder, operate as a waiver of such other security now held or
this Deed of Trust, nor its satisfaction, nor a reconveyance made

operate as a waiver of the security of this Deed of Trust, nor shall

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BOOK 274 PAGE 257
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
First American Title Co. of Nev.
94 AUG 22 PM 4: 07
EUREKA COUNTY NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES \$11.00



1994, by JEFF LYNN.

This instrument was acknowledged before me on AUGUST 10

STATE OF NEVADA)
COUNTY OF ELKO)
: SS.)

Jeff Lynn
JEFF LYNN

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.