

WHEN RECORDED MAIL TO:
WAYNE ROBINSON and
Mary Beth Robinson
P.O. Box 287
Eureka Nevada 89316

158430

DEED OF TRUST

THIS DEED OF TRUST, made and entered into as of the 29th day of

August, 1995, by and between Tyler Wallack and Aimee Wallack, husband and wife, of

Eureka, Nevada, hereinafter called the Grantors; Stewart Title of Northeastern Nevada, a Nevada corporation, hereinafter called the Trustee; and Wayne Robinson and Mary Beth Robinson, as joint tenants with right of survivorship, of the same place, hereafter called the Beneficiaries; it being understood that the words used herein in any gender include all other genders, the singular number includes the plural, and the plural the singular,

WITNESSETH:

THAT WHEREAS, the Grantors are indebted to the Beneficiaries in the sum of Eleven Thousand Five Hundred Dollars (\$11,500.00), lawful money of the United States, and have agreed to pay the same according to the terms and tenor of a certain Promissory Note of even date herewith, and made, executed and delivered by Grantors to Beneficiaries, which Note is in the words and figures as follows to-wit:

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ATTORNEYS AT LAW
442 Court St.
ELKO, NEVADA 89801
BOOK 284 PAGE 48

93311401

\$11,500.00 Elko, Nevada, _____, 1995.

FOR VALUE RECEIVED, the Makers promise to pay to the order of Wayne Robinson and Mary Beth Robinson, as joint tenants with right of survivorship, at Eureka, Nevada, or wherever payment may be demanded by the holders of this Note, the sum of Eleven Thousand and Five Hundred Dollars (\$11,500.00), together with interest on the declining balance to accrue at the rate of nine percent (9%) per annum from the date hereof until paid, all in the manner following, to-wit:

\$400.00 on or before thirty days from the date hereof and a like sum on or before the same day of each and every month thereafter until the entire balance of principal, together with accrued interest, has been paid in full. Said monthly payments shall be applied first to accrued interest to date thereof and the remainder upon the principal.

The Makers may, at their option, make additional payments or pay the entire unpaid principal, with accrued interest, in full at any time. Said payments shall be applied first to accrued interest to date of payment and the remainder upon the principal. Said additional payments shall not be cumulative payments, but the Makers shall in all events, pay at least the sums required by the above payment schedule.

The Makers and endorser waive demand, diligence, presentment, protest and notice of protest and nonpayment.

In the event of default in the payment of any sum of principal or interest, or both, due hereunder, according to the terms and tenor hereof, or in the performance of any of the provisions of any security instruments now or hereafter securing this Note, the holders may, at their option, declare the entire amount of principal and interest due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

In case of default in the payment of any part of the principal or interest due hereunder, the Makers promise and agree to pay the holders' reasonable attorney fee and costs incurred in collecting the same before and during litigation or nonjudicial foreclosure. This Note is secured by Deed of Trust of even date herewith.

/s/ Tyler Wallack
Tyler Wallack

/s/ Aimee Wallack
Aimee Wallack

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BOOK 284 PAGE 449

NOW, THEREFORE, the Grantors, for the purpose of securing the payment of the Promissory Note, and also the payment of all monies herein agreed or provided to be paid by the Grantors, or which may be paid out or advanced by the Beneficiaries or Trustee under the provisions of this instrument, with interest in each case, do hereby grant, bargain, sell, convey and confirm unto the Trustee all of the right, title and interest, claim and demand, as well in law as in equity, which the Grantors may now have or may hereafter acquire of, in or to the following described real property situate in the County of Eureka, State of Nevada, and being more particularly described as follows, to-wit:

Lot 1, Block 98 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 improvements situate thereon, or which are placed thereon during the life of this Deed of Trust.

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversions and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the premises, together with the appurtenances, unto the Trustee, and to its successors and assigns, for the uses and purposes herein mentioned.

The following covenants, Nos. 1, 2 (100% replacement cost), 3, 4 (Note Rate), 5, 6, 7 (reasonable), 8 and 9 of NRS 107.030, are hereby adopted and made a part of this Deed of Trust.

This Deed of Trust also secures payment for further sums and the Promissory Notes evidencing the same, together with interest as shall be provided for therein, as may hereafter be loaned or advanced by Beneficiaries to the Grantors.

Grantors, in consideration of the premises, hereby covenant and agree that neither the acceptance nor existence, now or hereafter, of 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 any such other security now held or hereafter acquired.

The Grantors expressly covenant and agree at all times during the term hereof, and with respect to the land herein described, and all buildings and other improvements now or hereafter located or placed thereon:

- A. To properly care for and maintain the same in their present condition, order and repair, ordinary and reasonable wear and tear excepted;
- B. Not to alter, remove or change the present use of the same without the prior written consent of the Beneficiary;
- C. Not to commit or permit any waste of the same; or
- D. Not to do any other act or omit to do any other act which results, or is likely to result, in a reduction or impairment of the value of the same.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands as

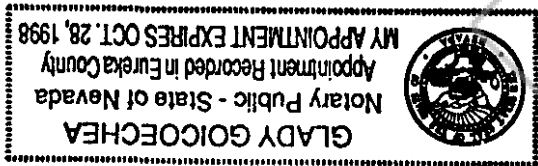
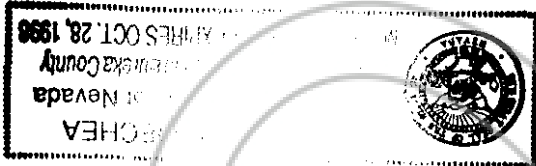
of the day and year first hereinabove written.

Tyler Wallack
Tyler Wallack
Aimee Wallack
Aimee Wallack

STATE OF NEVADA,
)
) SS. EUREKA
) COUNTY OF ELKO.
)

On July 26, 1995, personally appeared before me, a Notary Public, Tyler Wallack and Aimee Wallack, husband and wife, personally known (or proved) to me to be the persons whose names are subscribed to the above instrument who acknowledged that they executed the above instrument.

Aimee Wallack
NOTARY PUBLIC



BOOK 284 PAGE 448
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Quantum Title Company
95 AUG - 9 PM 2:20

EUREKA COUNTY NEVADA
M.N. REBAL EATL. RECORDER
FILE NO. 158430
FEES 11.00

WILSON AND BARROWS, LTD.
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BOOK 284 PAGE 452