

THIS DEED OF TRUST, made this 28 day of November,

1995, by and between WAYNE D. ROBINSON and MARY BETH ROBINSON,

husband and wife, as Trustors, and FIRST AMERICAN TITLE COMPANY OF

NEVADA, as Trustee, and NORBERT WALTER and EILEEN WALTER, 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 Trustors hereby grant, bargain, sell, convey and

confirm 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:

Parcel No. B as shown on Parcel Map for NORBERT J. & EILEEN B. WALTER, filed in the office of the County Recorder of Eureka County on November 15, 1988, as ^{1/2} File No. 124822, located in a portion of Section 28, Township 20 North, Range 53 East, MDB&M.

EXCEPTING THEREFROM all oil and gas lying in and under said land as reserved by THE UNITED STATES OF AMERICA in Patent recorded December 30, 1965, in Book 9, Page 422, Official Records, Eureka County, Nevada.

FURTHER EXCEPTING THEREFROM $\frac{1}{2}$ of all mineral rights and all oil and gas lying in and under said land as reserved by EDWIN C. BISHOP and LETA B. BISHOP in Deed recorded August 23, 1978, in Book 65, Page 317, Official 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

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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 \$13,500.00,

bearing interest from the date thereof at the rate of 10% 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 Trustors 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 Trustors, or

either of them, or advance for their 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 Trustors, or either of them, from any cause whatsoever,

including the payment of all other monies hereby agreed or provided

to be paid by the Trustors, or which may be paid out, or advanced, by

the Trustee, or by the Beneficiaries, under the provisions of this

Deed of Trust.

The Trustors hereby covenant and agree:

1. The Trustors promise and agree to properly care for and

keep the property herein described, including any fences, buildings

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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 Trustors may make such alterations or improvements as they may desire on said premises, so long as they do not lessen the value of said property, and the Trustors 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 Trustors covenant, warrant and represent that the title conveyed is a fee simple absolute title, free and clear of all encumbrances; that they 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 (\$ _____), 3, 4(10%), 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 Trustors, 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 Trustors made previously to such

payment in any of the covenants or agreements to be made, kept and performed by the Trustors herein provided.

7. The Trustors hereby covenant and agree 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 Trustors, Grantors, 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

Trustors or Grantors 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 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.

