

DEED OF TRUST

THIS DEED OF TRUST made this 26<sup>th</sup> day of August, 1997,

by and between Lonnie Armkrecht and Robby Armkrecht

joint tenants, ("TRUSTORS"); and AARON BUFFINGTON and ETHEL M. BUFFINGTON ("BENEFICIARIES").

WITNESSETH:

The Trustors hereby grant, convey and confirm unto Trustee, in trust with power

to sell, all of that certain lot, piece or parcel of land situated in the County of Eureka,

State of Nevada, more particularly described as follows:

Parcel 2 of Lot 4 A, Section 18, Township 21N  
Range 53 E RDB&M

TOGETHER WITH any and all buildings  
and improvements thereon.

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

To secure the payment of a Promissory Note of even date herewith made

by Trustees to Beneficiaries in the principal sum of Thirteen thousand five hundred and  
00/100 DOLLARS (\$13,500.00) with interest, expenses, charges and attorney fees  
as therein provided and to secure payments as performance of every obligation and  
term of this instrument.

I.

Covenants numbers 1, 2, 4 (interest at 10%)m 5, 6, 7 (a reasonable attorney fee),  
8 and 9 of NRS 107.030 are hereby adopted and made part of this Deed of Trust.

As additional security, Trustees irrevocably give to Beneficiaries the

right to collect the rests, issues and profits of said property and of any personal

property located thereon, with or without taking possession of the property;

reserving, however, to the Trustees the right to possession and the right

to collect the rests, issues and profits whenever there does not exist any

default in performing the obligations secured hereby.

III.

Should the Trustees be or become default under any Deed of Trust

or other instrument constituting a lien on the aforesaid real property, the whole

sum, principal and interest on the note secured hereby shall become immediately

due at the option of the Trustee or Beneficiaries.

IV.

In event of default and the sale of the property hereby conveyed, Trustees

promise to pay and deficiency between the amount realized on said sale and the

obligations secured hereby and agree that suit may be maintained for said deficiency.

V.

Trustors agree to pay and discharge all governmental and other liens and

levies on said premises and maintain the property and improvements, hereon in the

condition in which they are now are, normal wear and tear accepted

Neither any single, nor any combination of, the following shall adversely affect

**VI.**

the rights of the Beneficiaries or the Trustee shall adversely affect the rights of the

Beneficiaries or the Trustee hereunder, nor relieve any person from any obligations

under this instrument or on the note secured hereby, extension of time for payment

of any sum or sums due, partial reconveyance, acceptance of any sum after the same

is due, or after filing notice of breach and election to sell, joinder in granting any

extension or subordination agreement.

**VII.**

Beneficiaries shall be entitled to receive and apply upon this obligation

secured hereby said sums as may be paid in any eminent domain proceedings affecting

the premises, whether payment of said obligation is due or not; provided, however,

that Beneficiaries shall not be entitled to receive said sum beyond the total amount of the

obligation secured by this Deed of Trust. Should the property be sold in private sale,

all amounts due hereunder are due at the time of the sale.

**VII.**

The rights and remedies granted herein to Beneficiaries and Trustee shall be

concurrent and cumulative and in addition to the rights remedies otherwise granted by

**IX.**

Words used herein in any gender include all other genders, the singular in-

law.

includes the plural, and plural the singular, where appropriated.

X.

The provisions herein shall bind and run in favor of the heirs, executors,

administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF, Trustors have executed this Deed of Trust the

James H. ...  
Lonnie Armknecht

Debby Armknecht  
Debby Armknecht

day and year first above written

STATE OF NEVADA )

COUNTY OF EUREKA )

On August 26

1997, personally appeared before me, a Notary Public, Lonnie Armknecht, who acknowledged to me that he/she executed the above instrument.

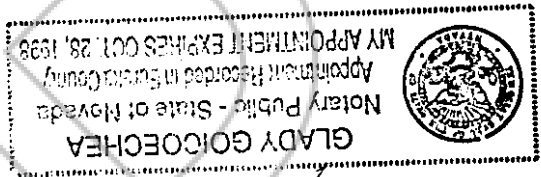
STATE OF NEVADA )

COUNTY OF EUREKA )

On August 26

1997, personally appeared before me, a Notary Public, Debby Armknecht, who acknowledged to be that he/she executed the above instrument.

Glady Goicoechea



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OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
Caron Duffington  
97 OCT 13 AM 10:08  
EUREKA COUNTY NEVADA  
H.M. REDELEATH, RECORDER  
FILE NO.  
FEES 10.00

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