

DEED OF TRUST

THIS DEED OF TRUST, made this 23rd day of October,

1997, by and between JEFFREY A. LYNN, a single man, as Trustor, and FIRST AMERICAN TITLE COMPANY OF NEVADA, as Trustee, and ROBERT L.

FRANKLIN and ARLENE C. FRANKLIN, 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 48 EAST, MDB&M.

Section 11: NE 1/4

TOGETHER with any and all buildings and improvements situate thereon.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversions 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 Promissory Note of even date herewith, for the principal sum of \$11,850.00,

ROSS P. EARDLEY
ATTORNEY AT LAW
469 DAHO STREET
ELKO, NEVADA 89801

TELEPHONE (702) 738-4046 - FAX (702) 738-6286

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1. The Trustor promises and agrees to properly care for and keep the property herein described, including topography, 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 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

The Trustor hereby covenants and agrees:

the provisions of this Deed of Trust.
 paid out, or advanced, by the Trustee, or by the Beneficiaries, under hereby agreed or provided to be paid by the Trustor, or which may be any cause whatsoever, including the payment of all other monies payment of all other monies that may become due from the Trustor from secured by other mortgage or Deed of Trust and as security for the advance for his account, even though the said loan or advance may be of them, may or shall hereafter loan or advance to the Trustor, or of any and all monies which the Beneficiaries and Trustee, or either This Deed of Trust is also given as security for the payment herein.

referred to and incorporated herein as though set forth in full

conditions stated in the Promissory Note. Said Note is hereby

accordance with the attached payment schedule, and subject to the aries and payable at the Nevada Bank & Trust, Carlin, Nevada, and in said Note being executed by the Trustor herein to the said Benefici- monthly installments, as more specifically set forth in said Note, of 8% per annum, said principal sum and interest being payable in bearing interest thereon from November 1, 1997, computed at the rate

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 whomsoever.

4. The following covenants Nos. 1, 2 (\$0.00), 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, with full disclosure to the Beneficiaries.

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

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. Trustor agrees to notify Beneficiaries of any transfer of title.

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 Trustor, Grantor, 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 Trustor or Grantor herein shall be construed to be the joint and several covenants and agreements of all persons who sign this instrument; 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.

9. Said Trustor agrees that the said Trustee and Beneficiaries

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 and Beneficiaries 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.

Jeffrey A. Lynn
JEFFREY A. LYNN

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

This instrument was acknowledged before me on October 23,
1997, by JEFFREY A. LYNN.

MARIANNE EARDLEY
Notary Public
State of Nevada
Elko County, Nevada
92-0264-6
My appointment expires Sept. 26, 2000.

Marianne Eardley
NOTARY PUBLIC

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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Paul P. Cardley
97 NOV - 6 PM 12:05

EUREKA COUNTY NEVADA
M.H. REBALZATI, RECORDER
FILE NO.
FEES \$1.00
168870