

DEED OF TRUST

THIS DEED OF TRUST, made this 29th day of May,

1998, by and between JOHN BROWN and CHRISTINE SMITH, husband and

wife, as Trustors, and STEWART TITLE OF NORTHEASTERN NEVADA, a Nevada

Corporation, as Trustee, and GERALD C. OLANDER and IRIS A. OLANDER,

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:

Parcels 2 and 3 as shown on that certain Parcel Map for WAYNE and MARYBETH ROBINSON filed in the office of the County Recorder of Eureka County, State of Nevada, on March 23, 1987, as File No. 107802, being a portion of the General Washington Millsite, Survey 128B and Block 38, Eureka Township.

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

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herein expressed and as security for the payment of a certain Promis-
 sory Note of even date herewith, for the principal sum of
 \$200,000.00, bearing interest from the date thereof at the rate of
 7.375% 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 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
 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

7. The Trustors hereby covenant and agree that neither the acceptance nor existence, now or hereafter, of any other security for

performed by the Trustors herein provided.
payment in any of the covenants or agreements to be made, kept and Beneficiaries of any default by the Trustors made previously to such indebtedness hereby secured shall not operate as a waiver by the 6. The acceptance by said Beneficiaries of any payment of the reconveyance.

cost and expense of the Trustors, or such other persons entitled to 5. The reconveyance of this Deed of Trust shall be at the hereby adopted and made a part of this Deed of Trust.

4(7.375%), 5, 6, 7(Reasonable), 8 and 9 of Section 107.030 NRS are 4. The following covenants Nos. 1, 2(\$ _____), 3, of all persons whomsoever.

their successors and assigns, against all lawful claims and demands the premises above mentioned to the Trustee and Beneficiaries and encumbrances; that they will forever warrant and defend the title to title conveyed is a fee simple absolute title, free and clear of all 3. The Trustors covenant, warrant and represent that the premises and inspect the same.

shall at all reasonable times have the right to enter upon said 2. That the Beneficiaries, or their duly authorized agents, performed or material furnished thereon.

property, and the Trustors shall pay, when due, all claims for labor on said premises, so long as they do not lessen the value of said Trustors may make such alterations or improvements as they may desire and not to commit nor permit any waste or deterioration thereof. The

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 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 Trustors agree that the said Trustee, or its successors in interest, 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 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.

10. The Trustors, so long as there is any balance owing in

connection with this Deed of Trust, shall not sell, assign or trans-

fer any interest in the property described herein, nor permit any

assumption of the debt herein secured, without first obtaining the

written consent of the Beneficiaries. If all or any part of the

property herein described, or any interest therein, is sold, assigned

or transferred by the Trustors without the Beneficiaries' prior

written consent, the Beneficiaries may, at their option, declare all

sums secured by this Deed of Trust to be immediately due and payable.

IN WITNESS WHEREOF, the said Trustors have executed these

presents the day and year first above written.

JOHN BROWN

CHRISTINE SMITH

STATE OF NEVADA

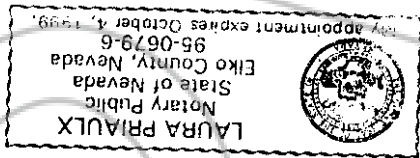
SS.

COUNTY OF CLATSOP

This instrument was acknowledged before me on

May 29,

1998, by JOHN BROWN and CHRISTINE SMITH.



NOTARY PUBLIC

Laura Priault

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OFFICIAL RECORDS

RECORDED AT THE REQUEST OF

Laura Priault

98 JUN -1 AM 8:27

EUREKA COUNTY NEVADA

M.N. REBALANCE RECORDER

FILE NO.

FEES \$11.00

170156

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