

DEED OF TRUST

THIS DEED OF TRUST, made this 27th day of May, 1998, by and between BARRIE LYNN, a single woman, as Trustor, and ROSS P. EARDLEY, as Trustee, and MONAS H. SWAYZE and OLGA SWAYZE, 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 his 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 27: SW $\frac{1}{4}$ SW $\frac{1}{4}$

EXCEPTING THEREFROM all petroleum oil, natural gas and products derived therefrom, within or underlying said land or that may be produced therefrom, all rights thereto, together with the exclusive right at all times to enter upon or in said land to prospect for and to drill, bore, recover and remove the same, as reserved by SOUTHERN PACIFIC LAND CO., in Deed recorded September 24, 1951, in Book 24, Page 168, Deed 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 reversion and reversions, remainder and remainders, rents, issues and profits thereof.

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

TELEPHONE (702) 738-4046 - FAX (702) 738-6266

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1. The Trustor promises and agrees 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

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 her 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

said Beneficiaries in writing designate. Said Note is hereby

at 8930 Nestle Avenue, Northridge, California 91325, or wherever else executed by the Trustor herein to the said Beneficiaries and payable

ments, as more specifically set forth in said Note; said Note being

said principal sum and interest being payable in monthly install-

bearing interest from the date thereof at the rate of 8% per annum,

sory Note of even date herewith, for the principal sum of \$1,950.00,

herein expressed and as security for the payment of a certain Promis-

successors and assigns, upon the trusts, covenants and agreements

TO HAVE AND TO HOLD the same unto the Trustee, and to his

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 any waste or deterioration thereof. The Trustor may make such alterations or improvements as she may desire on said premises, so long as 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 she 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.

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.

9. Said Trustor agrees that the said Trustee, or his 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

of Trust.

this property, in order to enforce fully the provisions of this Deed the request of the Beneficiaries, may proceed anew with the sale of such sale shall not exhaust the power of sale, and the Trustee, at cially declared invalid or deemed by the Beneficiaries to be invalid, remaining provisions, and if any sale made hereunder shall be judicially declared invalid, such decision shall not affect the validity of the ment; that if any provision of this Deed of Trust be judicially

several covenants and agreements of all persons who sign this instrument or Grantor herein shall be construed to be the joint and singular and plural numbers; that the covenants and agreements of the does include the masculine, feminine and neuter genders, and the instrument, and any pronoun referring thereto, is intended to and the words Trustor, Grantor, Trustee or Beneficiaries, as used in this tive parties hereto, and it is distinctly understood and agreed that bind the legal representatives, successors and assigns of the respective provisions of this instrument shall apply to and

hereafter acquired.

hereunder, operate as a waiver of such other security now held or this Deed of Trust, nor its satisfaction, nor a reconveyance made operate as a waiver of the security of this Deed of Trust, nor shall the indebtedness secured hereby, nor the release thereof, shall

7. The Trustor hereby covenants and agrees that neither the acceptance nor existence, now or hereafter, of any other security for

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.

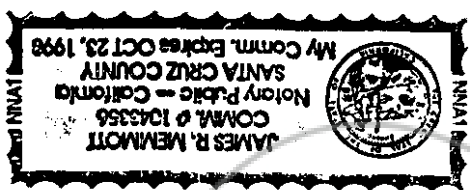
IN WITNESS WHEREOF, the said Trustor has executed these presents the day and year first above written.

Barrie Lynn
BARRIE LYNN

STATE OF California)
COUNTY OF Santa Cruz)
SS.)

This instrument was acknowledged before me on May 23, 1998, 1998, by BARRIE LYNN.

James R. Memmott
NOTARY PUBLIC



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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
7000 P. Cardwell
98 JUN -1 AM 9:53
EUREKA COUNTY, NEVADA
M.N. REBALANCE, RECORDER
FILE NO.
170159

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