

171902

DEED OF TRUST

THIS DEED OF TRUST, made this 21 day of JANUARY
1999, by and between JEFFREY A. LYNN, an unmarried man, as Trustor,
and FIRST AMERICAN TITLE COMPANY OF NEVADA, as Trustee, and MICHAEL
H. LOGSDON, as Beneficiary;

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 30 NORTH, RANGE 49 EAST, MDB&M.

Section 1: E $\frac{1}{2}$; NW $\frac{1}{4}$ (APN 05-260-12)

EXCEPTING THEREFROM: 90 percent of all coal, oil, gas
and other minerals of every kind and nature whatsoever
as reserved by STRATHEARN CATTLE COMPANY in Deed
recorded May 25, 1959, in Book 25, Page 297, Eureka
County, Nevada.

TOGETHER with any and all improvements situate thereon.

SUBJECT to all taxes, assessments, reservations, excep-
tions, and all easements, rights of way, conditions,
restrictions and covenants as may now appear of record.

TOGETHER with the tenements, hereditaments and appur-
tenances thereunto belonging or appertaining, and the
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

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

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

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herein expressed and as security for the payment of a certain Promissory Note of even date herewith, for the principal sum of \$27,000.00, bearing interest from the date thereof at the rate of 9% 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 Trustor herein to the said Beneficiary and payable at Eureka, Nevada, or wherever else said Beneficiary in writing designates. 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 Beneficiary and Trustee, or either of them, may or shall hereafter loan or advance to the Trustor, or advance for his 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 Trustor from any cause whatsoever, including the payment of all other monies hereby agreed or provided to be paid by the Trustor, or which may be paid out, or advanced, by the Trustee, or by the Beneficiary, under the provisions of this Deed of Trust.

The Trustor hereby covenants and agrees:

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 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

Trustor may make such alterations or improvements as he 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 Beneficiary, or his 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 Beneficiary 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(9%), 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 Beneficiary of any payment of the indebtedness hereby secured shall not operate as a waiver by the Beneficiary 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.

8. Partial Reconveyances: The Beneficiary of this Deed of Trust specifically agrees that for each \$2,250.00 reduction in the principal balance owing on the Promissory Note secured by this Deed of Trust, the Beneficiary, upon request of the Trustor, shall authorize and direct the Trustee to reconvey to the Trustor one 40 acre parcel of the property described in this Deed of Trust; and shall release said parcel from any further claim or lien under this Deed of Trust. The Trustor may choose the 40 acre parcels to be released and said releases may be made one or more at a time at any time during the term of this Deed of Trust, provided that for each 40 acre parcel released, the principal balance owing on the debt secured hereby has been reduced by at least \$2,250.00. It is further understood that said 40 acre parcels to be released shall be described in legal subdivisions as portions of quarter sections.

All reconveyance fees, recording costs and other similar expenses in connection with said releases and reconveyances shall be paid by the Trustor.

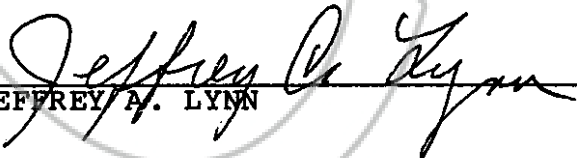
9. All the provisions of this instrument shall apply to and bind the legal representatives, successors and assigns of the respective parties hereto, and it is distinctly understood and agreed that the words Trustor, Grantor, Trustee or Beneficiary, as used in this instrument, and any pronoun referring 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 Beneficiary to be invalid, such sale shall not exhaust the power of sale, and the Trustee, at the request of the Beneficiary, may proceed anew with the sale of this property, in order to enforce fully the provisions of this Deed of Trust.

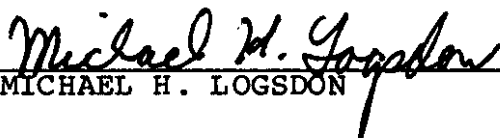
10. Said Trustor agrees that the said Trustee, or its successors in interest, shall not incur any liability on account of any act done or omitted to be done, in good faith, under the provisions of this Deed of Trust, and that said Trustee shall be fully protected in acting upon any statement, report, order, notice, request, consent or other paper or document believed to be genuine and signed by the proper parties.

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

TRUSTOR:


JEFFREY A. LYNN

BENEFICIARY:


MICHAEL H. LOGSDON

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Stanislaus

On February 1, 1999 before me, Karen Lea Andersen, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Michael H. Logsdon
Name(s) of Signer(s)

- ☒ personally known to me
☐ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Karen Lea Andersen
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
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Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

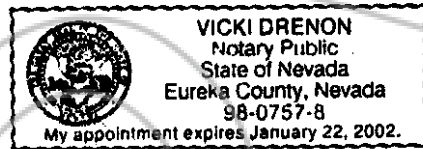
Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
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STATE OF NEVADA)
 : SS.
COUNTY OF EUREKA)

This instrument was acknowledged before me on January 21, 1999,
1999, by JEFFREY A. LYNN.

Vicki Drenon
NOTARY PUBLIC



~~STATE OF)
 : SS.
COUNTY OF)~~

~~This instrument was acknowledged before me on _____,
1999, by MICHAEL H. LOGSDON.~~

~~NOTARY PUBLIC~~

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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Ross P. Cardley
99 FEB 10 PM 1:09
EUREKA COUNTY NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES \$13.00

171902