

Trust") dated September 2, 1997, wherein Grantor is the trustor, Stewart Title Company, is the trustee and Grantee is the beneficiary, which Deed of Trust was recorded on October 29, 1997, in the official records of the County Recorder of Eureka County, Nevada, as document no. 168850, and which secures a note dated September 2, 1997, evidencing an obligation in the original principal amount of ONE HUNDRED FOURTEEN THOUSAND SEVEN HUNDRED SEVENTY-THREE DOLLARS AND 22 CENTS (\$114,773.22).

4. In the execution and delivery of the Deed, the undersigned were not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and was not acting under coercion or duress. The Deed was made by the undersigned as a result of the undersigned's request that Grantee accept such a deed and was a free and voluntary act; at the time of making the deed, the undersigned believed and still believes that the Indebtedness represents a fair value of the Property so conveyed; the deed was not given as a preference against any other creditors of the undersigned; at the time the deed was given there was no other person, firm, corporation or other entity, other than the Grantee therein named, who had an interest either directly or indirectly in the Property; and the undersigned, in offering to execute the Deed to the Grantee therein and in executing same, was not acting under any duress, undue influence, misapprehension or misrepresentation by the Grantee in the Deed, or the agent or attorney of any other representative of the Grantee in the Deed; and it was the intention of the undersigned as Grantor in the Deed to convey, and by the Deed, the undersigned did convey to the Grantee therein all of Grantor's right, title, interest and estate absolutely in and to the Property.

5. There are no promises, undertakings or agreements relative to the Property other than an absolute conveyance of the Property to the Grantee named in the Deed for the consideration hereinbefore mentioned; and that all promises, undertakings and agreements of the undersigned and Grantee relating to the conveyance of the Property are expressed and embodied in the Affidavit.

6. No person or entity other than Grantee has or claims any interest in the Property not appearing of record, and no contract has been entered into for the sale or conveyance of the Property other than the conveyance to Grantee; that there is no outstanding unrecorded deed except the Deed to Grantee.

7. This Affidavit is made for the protection and benefit of the Grantee in the Deed, its successors and assigns and all other parties hereafter dealing with or who may acquire an interest in the Property, and is further made to Grantee for the purpose of inducing Grantee to accept an absolute conveyance of the Property in consideration of Grantee's release of the undersigned from personal liability under the Indebtedness.

8. Your affiant will testify, declare, depose or certify before any competent tribunal, officer, or person, in any case now pending or which may hereafter be instituted, to the truth of the particular facts hereinabove set forth.

WAYNE A. DILLON
WAYNE A. DILLON

SUBSCRIBED and SWORN to before me
this 3rd day of November, 1999.

Kristen R. Sena
NOTARY PUBLIC in and for said
County and State

KRISTEN R. SENA
NOTARY PUBLIC STATE OF NEVADA
COMMISSION NO. 99-55301-6
Comm. Expires June 4, 2003

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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Thomas R. Brooksbanks esq.
99 NOV 15 AM 8:58

EUREKA COUNTY NEVADA
M.H. REBALEATI, RECORDER
FILE NO. FEES 10⁰⁰
173246

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