

APN: 005-670-014

Address for Tax Stements
and address of Grtor:

Jeff Lynn
P.O. Box 211042
Crescent Valley, 89821

153-208-9622JLC

BOOK 367 PAGE 194-197
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
First American Title Co
2003 OCT 17 AM 10:41

EUREKA COUNTY NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES 17.00

182920

DEED OF TRUST

THIS DE OF TRUST, made this 13th day of October, 2003,
by and between **JF LYNN**, as Grantor, and **FIRST AMERICAN TITLE
COMPANY OF NEVADA** as Trustee, and **GLORIA GILDER**, an unmarried
women, as her soland separate property, as Beneficiary,

W_I_T_N_E_S_S_E_T_H:

That Grtor hereby grants, transfers and assigns to the
Trustee in trust with power of sale, all of the following
described real pretry situate in the County of Eureka, State of
Nevada, more partularly described as follows:

The N~~4~~S Section 7, Township 28 N., Range 52
East, D.B.&M., Eureka County, Nevada,
consistg of 160 acres, more or less.

TOGETHEWITH all buildings and improvements
thereon

TOGETHEWITH all and singular the tenements,
hereditents, easements, and appurtenances
thereun belonging or in anywise
appertaing, and the reversions, remainders,
rents, sues and profits thereof, or of any
part theof.

SUBJECT TO all taxes and assessments,
reservaons, exceptions, easements, rights of
way, mitations, covenants, conditions,
restricons, terms, liens, charges and
licenseaffecting the property of record.

TO HAVEND TO HOLD the same unto the said Trustee and
its successors, i trust, to secure the performance of the
following obligatns and payments of the following debts:

ONE: Pment of an indebtedness evidenced by a certain
Promissory Note ted the 13th day of October, 2003, in the

principal amount of TWELVE THOUSAND AND NO/100ths DOLLARS (\$12,000.00) with the interest thereon, expenses, late payment penalties, attorney fees and other payments therein provided, executed and delivered by the Grantor payable to the Beneficiary or order, and any and all extensions or renewals thereof, which Promissory Note made a part hereof.

TWO: Payment of all other sums with interest thereon becoming due and payable under the provisions hereof to either Trustee or Beneficiary.

THREE: Payment, performance, and discharge of each and every obligation, covenant, promise and agreement of Grantor herein or in said Promissory Note contained and of all renewals, extensions, revisions and amendments of the above-described Note and any other indebtedness or obligation secured hereby.

FOUR: Obtaining and paying the premiums on hazard insurance and paying all taxes on the subject property.

To protect the security of this Deed of Trust, it is agreed as follows:

1. The following covenants, Nos. 1, 2-(insurable value), 3, 4 (10%), 5, 6 (which covenant is deemed to include and apply to all conditions, covenants and agreements contained herein in addition to those adopted by reference, and to any and all defaults or deficiency in performance of this Deed of Trust), 7 (reasonable), and 9 of N.R.S. 107.030, are hereby adopted and made a part of this Deed of Trust.

2. All payments secured hereby shall be paid in lawful money of the United States of America.

3. The Beneficiary and any persons authorized by the Beneficiary shall have the right to enter upon and inspect the premises at all reasonable times.

4. In case of condemnation of the property subject hereto, or any part thereof, by paramount authority, all of any condemnation award to which the Grantor shall be entitled less costs and expense of litigation is hereby assigned by the Grantor to the Beneficiary who is hereby authorized to receive and receipt for the same and apply such proceeds as received toward the payment of the indebtedness hereby secured, whether due or not.

5. All notices to be given Grantor shall be given by registered or certified mail to Grantor at the address set forth near the signatus in this Deed of Trust or at such substitute address as Grant may designate in writing duly delivered to Beneficiary to Trustee, and such address set forth in this Deed of

Trust, or such substitute address as is designated in writing duly served as aforesaid, shall be deemed conclusively to be the correct address of Grantor for all purposes in connection with said Deed of Trust, including, but not limited, to giving of notices permitted required by statute to be mailed to Grantor.

6. All the provisions of this instrument shall inure to the benefit of and bind the heirs, legal representatives, successors and assigns of each party hereto respectively as the context permits. All obligations of each Grantor hereunder shall be joint and several. The word "Grantor" and any reference thereto shall include the masculine, feminine and neuter genders and the singular and plural as indicated by the context and number of parties hereto.

7. It is expressly agreed that the trusts created hereby are irrevocable by the Grantor.

8. The Grantor shall properly care for, protect and keep the property and all landscaping, buildings and improvements thereon in at least the same state and condition of repair and order as it is on the date of the execution of this Deed of Trust, and not remove, damage or demolish any buildings or other improvements on the property unless the Beneficiary gives prior consent thereto. If the building or improvement is immediately replaced with one of equal value or more.

9. At any time or from time to time, without liability therefor and without notice, on written request to beneficiary and presentation of its Trust Deed and the Note secured thereby for endorsement and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or a part of such property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating such Trust Deed to subsequent liens, encumbrances or charges therein.

10. Grantor shall not sell, convey or alienate the premises or any portion thereof unless; (1) full payment is made of the Promissory Note and all other payments secured hereby, or, (2) the Beneficiary hereby gives her prior written consent.

IN WITNESS THEREOF, the Grantor has executed these presents the day and year first above written.

Grantor:

JEFF LYNN

State of Nevada
County of ELKO

This instrument was acknowledged before me on the 13th
day of October, 23, by **JEFF LYNN**.

NOTARY PUBLIC

