

BORROWER'S COPY

DEED OF TRUST

Loan No. 11039 ELY

THIS DEED OF TRUST, Made this 2nd day of March 1965

between FRED MINOLETTI and JULIA MINOLETTI husband and wife, herein called Trustor,

whose mailing address is: Eureka, Nevada (NUMBER AND STREET) (CITY AND STATE) FIRST TITLE INSURANCE COMPANY, a Nevada

Corporation, herein called TRUSTEE, and FIRST WESTERN SAVINGS AND LOAN ASSOCIATION, a corporation, 118 Las Vegas Blvd. South, Las Vegas, Nevada, herein called BENEFICIARY,

WITNESSETH: That Trustor irrevocably Grants, Transfers and Assigns to Trustee in Trust, with Power of Sale, that property in Eureka County, Nevada, described as:

(SEE ATTACHED DESCRIPTION)

Together with all buildings and improvements now or hereafter placed thereon and the rents, issues and profits therefrom, it being understood and agreed that all classes of property attached or unattached used in connection therewith shall be deemed fixtures.

For the purpose of securing the payment of one promissory note in the original principal sum of \$8,500.00 executed by the Trustor in favor of the Beneficiary, and any renewal or extension thereof; as well as securing the payment of any other indebtedness now due by the Trustor to the Beneficiary, and any additional sums, with interest thereon, which may hereafter be borrowed from the Beneficiary by any Trustor or any successor in interest of any Trustor, in and to the property hereinabove described, and the payment and performance of every obligation, covenant and agreement hereinafter referred to.

1. Trustor agrees, that if the Beneficiary so requires, to pay to the Beneficiary in addition to the monthly payments of principal and interest payable under the terms of said note, each month until said note is fully paid, the following amounts:

(a.) A sum equal to the premiums that will next become due and payable on policies of fire and such other hazard insurance and in amounts as may be required by the Beneficiary on the premises covered hereby and in a company or companies satisfactory to the Beneficiary, plus taxes and assessments next payable on said property (all as estimated by the Beneficiary) divided by the number of months that elapse before one month prior to the dates when said premiums, taxes and such assessments will become payable, such sums to be impounded by and with Beneficiary to pay said premiums, taxes and such assessments. And in the event the Beneficiary elects, Trustor agrees to pay such additional sums for the purposes, as aforementioned, for the protection of the property and as additional security.

(b.) All payments mentioned in the preceding sub-section of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid each month in a single payment to be applied by Beneficiary to the following items in the order set forth: (1.) taxes, special assessments, fire and other hazard insurance premiums; (2.) interest on the note secured hereby; (3.) amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall constitute an event of default under this Deed of Trust. II. If the total of the payments made under (a) of paragraph I preceding shall exceed the amount of payments actually made by Beneficiary for taxes or assessments, or insurance premiums, as the case may be, such excess may be released, applied on any indebtedness secured hereby, or be credited by Beneficiary on subsequent payments to be made by Trustor. If, however, the monthly payments made under (a) of paragraph I preceding shall not be sufficient to pay taxes, and assessments, and insurance premiums as the case may be, when the same shall become due and payable, then Trustor shall pay to Beneficiary any amount necessary to make up the deficiency at least ten days before the date when payment of such taxes, assessments, or insurance premiums shall be due, if at any time Trustor shall tender to Beneficiary, in accordance with the provisions hereof, full payment of the entire indebtedness secured hereby, Beneficiary shall, in computing the amount of indebtedness, credit to the account of Trustor any balance remaining in the funds accumulated under the provisions of (a) of paragraph I hereof. If there shall be a default under any of the provisions of this Deed of Trust and thereafter a sale of the premises in accordance with the provisions hereof, or if the Beneficiary acquires the property otherwise after default, Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (a) of paragraph I preceding, as a credit against the amount of principal then remaining unpaid under said note.

A. To protect the security of this Deed, Trustor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire and such other types of insurance as may be required by Beneficiary each in an amount satisfactory to, and with loss payable to Beneficiary. Said insurance policies shall be in such form and content and in such companies as may be satisfactory to the Beneficiary. Upon failure by the Trustor to furnish and deliver fully paid for policies of said insurance, or any renewals thereof together with satisfactory evidence of full payment for the same at least thirty (30) days before expiration of existing policies, Beneficiary may, but it is not required to, procure and pay for same on behalf of Trustor and charge the amounts paid thereon as an advance upon the loan, and in the event Trustor should cause cancellation of said insurance so procured by the Beneficiary, Trustor agrees to pay the sum of seven and one-half dollars (\$7.50) as a service charge, plus any earned premiums due on said insurance. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at the option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. In the event said property is sold under the provisions hereof, Trustee or Beneficiary shall have the right to assign said insurance to the purchaser at said sale. The provisions of this paragraph shall be cumulative and in addition to the provisions of Paragraphs I and II hereof.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any action or proceeding brought by Beneficiary or Trustee to enforce any of the provisions of this Deed of Trust or the note it secures.

4. To pay; at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all incumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all such fees and expenses of this Trust. To keep said property free from all United States government liens. The provisions of this subparagraph shall be cumulative and in addition to the provisions of Paragraphs I and II hereof.

5. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may, make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any incumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fee.

6. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at seven per cent per annum.

7. That in the event that default occurs in payments of either principal or interest on the note secured hereby or any advances made under

ATTENTION RECORDER: DO NOT RECORD MARGIN NUMBERS

the provisions of this Deed of Trust or in the event that there is a default in the payment or performance of any obligation, covenant or agreement contained in this Deed of Trust. Beneficiary may without notice, charge additional interest at the rate of one and one-half (1 1/2) per cent per annum on the unpaid principal balance from the date unpaid interest started to accrue, prior to the default, until the close of business day upon which a payment curing the default is received.

8. If the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Trustor further agrees: (a) to commence construction promptly and in any event within 30 days from recording of Deed of Trust, and complete in accordance with the plans and specifications satisfactory to Beneficiary; (b.) to allow Beneficiary to inspect said property at all times during the construction; (c.) to replace any work or materials unsatisfactory to Beneficiary, within 15 calendar days after written notice from Beneficiary of such fact, which notice may be given to the Trustor by registered mail, sent to his last known address, or by personal service of the same; (d.) that work shall not cease on the construction of such improvements for any reason whatsoever for a period of 15 calendar days; (e.) that Trustor shall keep said property free from Mechanic's liens during the course of said construction and the statutory lien period thereafter.

The Trustor, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this numbered paragraph is authorized to accept as true and conclusive all facts therein and to act thereon hereunder.

**B. It is mutually agreed that:**

1. The Beneficiary under this Deed of Trust may at its option make additional advances to the Trustor, such advances to be represented by promissory note or notes, and such additional advances represented by such note or notes and any extension or renewal thereof are to be secured by this Deed of Trust in the same manner as though such advances had been made at the date hereof.

2. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

3. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay.

4. This loan is made for the express purpose of enabling the herein named Trustor to become or remain the owner of his own home or to maintain or improve the same and the amount of the loan hereby secured is made and determined not only on the security of the herein described property but also on the personal credit of Trustor. If the Trustor conveys, transfers, assigns, deeds, remises, releases, or quitclaims his interest in said property or if the Trustor does not himself occupy the said property, Trustor shall obtain and submit to the Beneficiary on Beneficiary's forms the credit rating of the transferee or occupier of said property. If in the opinion of Beneficiary the personal credit of such transferee or occupier is not satisfactory to the Beneficiary or less substantial than the personal credit of Trustor at the date of making this loan, Beneficiary may declare all sums secured hereby immediately due and payable. Delay in the exercise of this option, or of any condition contained herein, shall not constitute a waiver thereof. Trustor further agrees, in the event that he conveys, transfers, assigns, deeds, remises, releases, or quitclaims his interest in said property, to act as guarantor of the payment of the indebtedness. Provided that this paragraph shall not apply in case of a transfer of said property by descent, devise or inheritance.

5. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The Beneficiary may declare all sums secured hereby immediately due and payable. Delay in the exercise of this option, or of any condition contained herein, shall not constitute a waiver thereof. Trustor further agrees, in the event that he conveys, transfers, assigns, deeds, remises, releases, or quitclaims his interest in said property, to act as guarantor of the payment of the indebtedness. Provided that this paragraph shall not apply in case of a transfer of said property by descent, devise or inheritance.

6. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The Beneficiary may declare all sums secured hereby immediately due and payable. Delay in the exercise of this option, or of any condition contained herein, shall not constitute a waiver thereof. Trustor further agrees, in the event that he conveys, transfers, assigns, deeds, remises, releases, or quitclaims his interest in said property, to act as guarantor of the payment of the indebtedness. Provided that this paragraph shall not apply in case of a transfer of said property by descent, devise or inheritance.

7. That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, without bringing any action or proceeding, and irrespective of whether declaration of default has been delivered to Trustee, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, hold, occupy, possess and enjoy the same, make, cancel, enforce or modify leases, obtain and eject tenants, set up or modify rents and terms of rents, in his own name sue for or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, all as determined by Beneficiary, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

8. Upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be duly filed for record. Upon all sums secured hereby being declared due under this provision, the Trustor shall have the privilege of paying said note in full. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given is then required by law, Trustee, without demand on Trustor, shall sell property at the time and place fixed by it in said notice of sale and of written notice of default and of election to cause to be sold said property, and in such order as Trustee in its sole discretion may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with the sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at seven per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

9. Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this trust. Upon such appointment, without conveyance to the successor trustee, the latter shall be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this Deed and its place of record, which, when recorded in the office of the County Recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

10. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural.

11. Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

12. The following covenants Nos. 1, 3, 4 (interest 10%), 5, 6, 7 (concomit fees 10%), 8 and 9 of Nevada Revised Statutes 107.033, are hereby adopted and made a part of this Deed of Trust.

13. In the event of any default hereunder by the trustor in person, a substitute, or anyone holding under the trustor, who continues in possession after a five (5) day notice to quit has been served upon him and upon a substitute or anyone in actual occupation of the premises pursuant to N.R.S. 40.280, shall be considered a tenant holding over as a tenant at will and may be removed as prescribed in N.R.S. 40.290 to 40.420, inclusive.

The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to said Trustor at the mailing address hereinbefore set forth.

*Fred Minoletti*      *Julia Minoletti*  
Fred Minoletti      Julia Minoletti

STATE OF NEVADA  
COUNTY OF ~~ESMERALDA~~ Eureka  
On March 5<sup>th</sup> 1961  
before me, the undersigned, a Notary Public in and for said County and State, personally appeared  
Fred Minoletti and  
Julia Minoletti

THIS SPACE FOR RECORDER'S USE ONLY  
Index as Trust Deed and Assignment of Rent.

known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same. Witness my hand and official seal.

*Burt Thomas*  
(Seal) Notary Public in and for said County and State  
My Commission Expires

WHEN RECORDED, PLEASE MAIL TO:  
FIRST WESTERN SAVINGS AND LOAN ASSOCIATION  
118 LAS VEGAS BLVD. SOUTH  
LAS VEGAS, NEVADA

REQUEST FOR FULL RECONVEYANCE  
To FIRST TITLE INSURANCE COMPANY Trustee: Dated \_\_\_\_\_, 19\_\_\_\_  
The undersigned is the beneficiary under the foregoing Deed of Trust. The note and all other indebtedness secured thereby has been fully paid, and you are hereby requested to cancel and retain said note and Deed of Trust and to reconvey, without warranty, to "the person or persons legally entitled thereto" the estate now held by you under said Deed of Trust.

MAIL RECONVEYANCE TO:

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LOAN NO. 11039 ELY

LEGAL DESCRIPTION:

All that real property situated in the Town of Eureka, County of Eureka, State of Nevada described as follows:

PARCEL 1:

All of Lots One (1), Two (2) and Three (3) in Block Forty (40), as shown on the Official "Plat of Townsite of Eureka", recorded in the office of the County Recorder, Eureka County, Nevada.

PARCEL 2:

All of Lots Four (4), Five (5) and all that portion of Lot Six (6) in Block Thirty-one (31) as shown on the Official "Plat of Townsite of Eureka", described as follows:

Commencing at the Northwest (NW) corner of Lot Six (6) in Block Thirty-one (31); thence North 81 degrees 27 minutes West along the North side line of Lot Six (6) to the Northeast Corner of Lot Six (6); thence South 8 degrees 33 minutes East a distance of 12.5 feet to a point on the East end line of Lot Six (6); thence South 81 degrees 27 minutes West parallel with the North side line of Lot Six (6) to the West end line of Lot Six (6); thence North 8 degrees 33 minutes West along the West end line of Lot Six (6), a distance of 12-1/2 feet to the Northwest corner of Lot Six (6), the place of beginning. Recorded in the office of the County Recorder, Eureka County, Nevada.

PROOF READ

BY Dg

File No. 40685

RECORDED AT THE REQUEST OF  
First Title Ins. Co.

March 11..... A. D. 1965

At 43 minutes past 11 A.M.

in Book 6 of OFFICIAL RECORDS

Page 576-578 Records of

EUREKA COUNTY, NEVADA

Wesley G. Botwin Recorder

Fee \$ 11.25