

57787 SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 16 th day of October
A. D., 1973, by and between Joseph A. and Grace A. Tognoni, his wife

As Trustor, and First American Title Co. of Nevada

a corporation duly organized and existing under and by virtue of the laws of the State of Nevada
As Trustee, and FIRST NATIONAL BANK OF NEVADA, Reno, Nevada, a corporation organized and existing under and by virtue of the laws of the United States of America, as Beneficiary. (It is distinctly understood that the word "Trustor" and the word "his" referring to the Trustor, as herein used, are intended to and do include the masculine, feminine and neuter genders and the singular and plural numbers, as indicated by the content.)

WITNESSETH: That said Trustor hereby grants, conveys and confirms unto said Trustee in trust with power of sale, the following described real property situate in the Town of Eureka

County of Eureka State of Nevada, to-wit:

A parcel of land North of Blk. 45, and more particularly described as follows:
Beginning at a point at the NE Corner of Lot 1 in Blk. 45, thence N. 8° 33' W a distance of 62' to the South sideline Blk. 32, thence S 82° 56' W along said south line Blk. 32 a distance said 150', thence S 8° 33' E a distance of 62' to a point, thence N 82° 56' E a distance of 7.76' to NW Corner of Lot 1 in Blk. 45, thence N 81° 27' E and extending along the North sideline of Lot 1 in Blk. 45 a distance 142.24' to the point of beginning.

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party herein.

For the Purpose of Securing: 1. Performance of each agreement of Trustor Incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$4,707.60 executed by Trustor in favor of Beneficiary or order. 3. Payment of such additional sums as may hereafter be advanced for the account of Trustor or Assigns by Beneficiary with interest thereon.

Trustor grants to Beneficiary the right to record notice that this deed of trust is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations of the Trustor for which Beneficiary may claim this deed of trust as security.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: The trustor promises to properly care for and keep the property herein described in first class condition, order and repair; to care for, protect and repair all buildings and improvements situate thereon; not to remove or demolish any buildings or other improvements situate thereon; and otherwise to protect and preserve the said premises and the improvements thereon and not to commit or permit any waste or deterioration of said buildings and improvements or of said premises.

SECOND: The following covenants, Nos. 1, 2 (\$ amount of insurance) 3, 4 (interest 1% per month) 5, 6, 7 (counsel fees 10%) and 8 of N. R. S. 107.030, are hereby adopted and made a part of this deed of trust.

THIRD: In the event of a deficiency after sale pursuant to the covenants incorporated herein, the Beneficiary has a right to claim and collect such deficiency out of other property not otherwise exempt of the Trustor, by suit or otherwise, together with costs incurred and a reasonable attorneys' fee.

FOURTH: The rights and remedies hereby granted shall not exclude any other rights or remedies granted herein or by law, and all rights or remedies granted hereunder or permitted by law shall be concurrent and cumulative.

FIFTH: Trustor further agrees that the beneficiary may from time to time and for periods not exceeding one year, in behalf of the Trustor renew or extend any promissory note secured hereby and said renewal or extension, shall be conclusively deemed to have been made when so endorsed on said promissory note or notes by the beneficiary in behalf of the Trustor.

SIXTH: In the event of any tax or assessment on the interest under this deed of trust it will be deemed that such taxes or assessments are upon the interest of the trustor, who agrees to pay such taxes or assessments although the same may be assessed against the beneficiary or trustee.

SEVENTH: All the provisions of this instrument shall inure to, apply to, and bind the legal representatives, successors and assigns of each party hereto respectively.

EIGHTH: In the event of a default in the performance or payment under this deed of trust or the security for which this deed of trust has been executed, any notice given under Section 107.080 N. R. S. shall be given by Certified Mail to the trustor(s) addressed to Joseph A. or Grace A. Tognoni P. O. Box 98 Eureka, Nv. 89316 and such notice shall be binding upon the trustor(s), assignee(s), or grantee(s) from the trustor(s).

NINTH: It is expressly agreed that the trusts created hereby are irrevocable by the Trustor.

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

Joseph A. Tognoni
Grace A. Tognoni

ONE

If executed by a Corporation the Corporation Form of Acknowledgment must be used.

State of Nevada

County of Eureka } **SS.**

On this 18th day of October in the year A. D. nineteen hundred and 73
 before me, Joan Shangle County Clerk a Notary Public in and for said
Eureka County of Eureka personally appeared
Joseph A. and Grace A. Tognoni
 known to me to be the person whose name subscribed to the within instrument, and acknowledged to me
 that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my
 Official Seal at my office in the said Town of Eureka County of
Eureka the day and year in this certificate first
 above written.

Joan Shangle COUNTY CLERK
 Notary Public in and for the County of Eureka the 18th day of October A. D. 1973
 My Commission Expires 19

On this _____ day of _____ in the year A. D. nineteen hundred and _____
 before me, _____ a Notary Public in and for said
 County of _____ personally appeared _____
 known to me to be the person whose name subscribed to the within instrument, and acknowledged to me
 that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my
 Official Seal at my office in the said _____ County of _____
 the day and year in this certificate first
 above written.

Notary Public in and for the County of _____ State of Nevada.
 My Commission Expires _____ 19____

Deed of Trust and Assignment of Rent	Trustor.	—TO—	Trustee.	—FOR—	Beneficiary.	A. D. 19____	Filed for record at the request of	OFFICE	A. D. 19____	at _____ Min. past _____ o'clock	M. in Vol. _____ of _____	Page _____ and following, Records of	County, Nevada.	County Recorder.	By _____ Deputy Recorder.
	FIRST NATIONAL BANK OF NEVADA RENO, NEVADA					FIRST NATIONAL BANK OF NEVADA RENO, NEVADA		FIRST NATIONAL BANK OF NEVADA RENO, NEVADA		FIRST NATIONAL BANK OF NEVADA RENO, NEVADA		FIRST NATIONAL BANK OF NEVADA RENO, NEVADA		FIRST NATIONAL BANK OF NEVADA RENO, NEVADA	

(CL - 185 (11-67))

WHEN RECORDED MAIL TO Eureka OFFICE FIRST NATIONAL BANK OF NEVADA RENO, NEVADA Eureka, Nevada (Address of Office)	<p style="text-align: center;">RECORDED AT THE REQUEST OF First National Bank of Nevada</p> <p>on <u>October 18</u> 19<u>73</u> at <u>45</u> mins. past <u>10</u> A. M. in Book <u>46</u> of OFFICIAL RECORDS, page <u>379-380</u>, RECORDS OF EUREKA COUNTY, NEVADA. <i>William A. McLaughlin</i> Recorded <u>57787</u> Fee \$ <u>4.00</u></p> <p>FILE NO. 57787</p> <p style="text-align: right; font-size: 1.5em;">46 380</p> <p style="text-align: right;">BOOK _____ PAGE _____</p>
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