

# SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 15th day of November A.D. 1977, by and between Joseph A. Tognoni and Grace A. Tognoni As Trustor, and D and C Builders

a corporation duly organized and existing under and by virtue of the laws of the State of NEVADA As Trustee, and Nationwide Financial Corporation a corporation organized and existing under and by virtue of the laws of NEVADA, 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 context.)

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 City of Eureka County of Eureka State of Nevada, to-wit:

A parcel of land North of Block 45, and more particularly described as follows: Beginning at a point at the NE Corner of Lot 1, in Block 45; thence N. 80° 33' W., a distance of 62 feet to the South side of Block 32; thence S. 82° 56' W., along said South line of block 32, a distance of 150 feet; thence S. 80° 33' E., a distance of 62 feet to a point; thence N. 82° 55' E., a distance of 7.76 feet to the NW Corner of Lot 1, in Block 45; thence N. 81° 27' E., and extending along the North side line of Lot 1, in Block 45, a distance of 112.24 feet 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 hereto.

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 an evidence of indebtedness of even date herewith, and any extension or renewal thereof, in the sum of \$ 12590.40 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.

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: 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.

THIRD: 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.

FOURTH: 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 indebtedness secured hereby and said renewal or extension, shall be conclusively deemed to have been made when so endorsed on said indebtedness by the beneficiary in behalf of the Trustor.

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

SIXTH: 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 P.O. Box 99, Eureka Nevada 89316 and such notice shall be binding upon the trustor(s), assignee(s), or grantee(s) from the trustor(s).

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

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

Joseph A. Tognoni  
Grace A. Tognoni

State of Nevada, County of Washoe.  
On this 15th day of November 1977 personally appeared before me, a notary public in and for Washoe county, Joseph A. Tognoni and Grace A. Tognoni known (or proved) to me to be the persons described in and who executed the foregoing mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the county of Washoe

(SEAL)

Chadwick Bruce Meyer



CHADWICK BRUCE MEYER  
Notary Public - State of Nevada  
Washoe County  
My Commission Expires Jan. 27, 1981

64348

RECORDED AT THE REQUEST OF Frontier Title Company L-77 NEV 11/74  
on December 12, 1977, at 06 min. past 8 A.M. in  
Book 62 of OFFICIAL RECORDS, page 213 RECORDS OF  
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder  
File No. 64348 Fee \$ 3.00

BOOK 62 PAGE 213

11/15/85 - See Book 140, Page 235 for Substitution of Trustee +  
Deed of Reconveyance