

SECOND DEED OF TRUST

THIS SECOND DEED OF TRUST, made this 22<sup>nd</sup> day of August, 1979, by and between MONIQUE ITHURRALDE, as Grantor, FIRST AMERICAN TITLE COMPANY OF NEVADA, Elko, Nevada, as Trustee, and ROGER C. SEYFERTH, D.D.S. M.D., CHARTERED, PROFIT AND PENSION PLANS, Beneficiary;

W I T N E S S E T H:

That Grantor hereby grants, transfers and assigns to the Trustee in trust, with power of sale, all of the following described real property situate in the Town of Eureka, County of Eureka, State of Nevada, more particularly described as follows, to-wit:

## PARCEL I

That portion of Lots 16 and 17 in Block 21 described as follows:

Beginning at the Northwest corner of said lot 17, thence N 72°1' E along the north line of said lot 17, a distance of 62.0', thence S 17°45' E a distance of 37.5 feet, thence S 72°1' E a distance of 62.0 feet, thence N 17°44' W a distance of 37.5 feet to the point of beginning.

## PARCEL II

Lots 18, 19, 20, 21, 22, and 23 and portions of lots 16 and 17 in Block 21 as shown on the plat of the TOWN OF EUREKA filed in the Office of the County Recorder of Eureka County, Nevada, said portions of lots 16 and 17 described as follows:

Beginning at the Northeast corner of lot 17 in Block 21 as shown on the map of the TOWN OF EUREKA, filed in the Office of the County Recorder of Eureka County, Nevada, thence S 17°50' E a distance of 37.5 feet, a point on the east line of lot 16 in said block, thence S 72°10' W and parallel with the south side of lot line of said lot 16, a distance of 48.58 feet, thence N 17°50' W a distance of 37.5 feet to the north line of said lot 17, thence N 72°10' E a distance of 48.49 feet to the place of beginning.

TOGETHER WITH all buildings and improvements situate thereon.

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the same unto said Trustee and its successors, in trust, to secure the performance of the following obligations, and payment of the following debts:

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BOOK 73 PAGE 332

GOICOECHEA AND DIGRAZIA  
ATTORNEYS AT LAW  
BLOHM BUILDING, SUITE 200  
FIFTH & IDAHO STREETS - P. O. BOX 1398  
ELKO, NEVADA 89601  
(702) 738-8091

ONE: Payment of an indebtedness evidenced by a certain Promissory Note of even date hereof in the principal amount of TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00), with interest thereon, expenses, attorney fees and other payments therein provided, executed and delivered by the Trustor payable to the Beneficiary or order, and any and all extensions or renewals thereof.

TWO: Payment of such additional amounts as may be hereafter loaned by the Beneficiary to the Grantor, or any successor in interest of the Grantor, with interest thereon, expenses and attorney fees, and any other indebtedness or obligation of the Grantor to the Beneficiary.

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

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

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

1. The Beneficiary has the right to record notice that this Second Deed of Trust is security for additional amounts and obligations not specifically mentioned herein, but which constitute indebtedness or obligations of the Grantor for which the beneficiary may claim this Second Deed of Trust as security.

2. The Grantor shall keep the property herein described in good condition, order and repair; shall not remove or demolish any buildings, fixtures, improvements, or landscaping thereon or hereafter placed or constructed thereon; shall not commit or permit any waste or deterioration of the land, buildings, and improvements; and shall not do nor permit to be done anything which shall impair, lessen, diminish or deplete the security hereby given.

3. The following covenants, Nos. 1; 2 (\$25,000.00), 3; 4 (12%); 5; 6; 7 (reasonable); 8; and 9 of N.R.S. 107.030 are hereby adopted and made a part of this Second Deed of Trust. In connection with Covenant No. 6, it shall be 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 deficiencies in the performance of this Second Deed of Trust.

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

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

6. If default be made in the performance or payment of the obligation, note or debt secured hereby, or in the performance of any of the terms, conditions, and covenants of the Second Deed of Trust, or the payment of any sum or obligation to be paid hereunder, or upon the occurrence of any act or event of default hereunder, and such default is not cured within thirty-five (35) days after written notice of default and of election

to sell said property given in the manner provided by N.R.S. 107.080 as in effect on the date of this Second Deed of Trust, Beneficiary may declare all notes, debts, and sums secured hereby or payable hereunder immediately due and payable although the date of maturity has not yet arrived.

7. 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 expenses 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.

8. The Promissory Note secured by this Second Deed of Trust is made a part hereof as if fully herein set out.

9. The commencement of any proceeding under the bankruptcy or insolvency laws by or against the Grantor or the maker of the Note secured hereby; or the appointment of receiver for any of the assets of the Grantor hereof or the maker of the Note secured hereby, or making by the Grantor or the maker of the Note secured hereby of a general assignment for the benefit of creditors, shall constitute a default under this Second Deed of Trust.

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


11. All the provisions of this instrument shall inure to 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.

12. Any notice given to Grantor under Section 107.080 of N.R.S. in connection with this Second Deed of Trust shall be given by registered or certified letter to the Grantor addressed to the address set forth near the signature on this Second Deed of Trust, or at such substitute address as Grantor may direct in writing to Beneficiary and such notice shall be binding upon the Grantor and all assignees or grantees of the Grantor.

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

14. This Second Deed of Trust is subordinate and subject to that Deed of Trust dated September 12, 1974, given by JAMES P. ITHURRALDE and MONIQUE ITHURRALDE, his wife, herein for the benefit of ANGELO C. TOGNONI and EMILIA S. TOGNONI, his wife, recorded in Book 49, at page 558, of Official Records, Eureka County Recorder's Office, Eureka, Nevada, as File No. 59266, and Amendment to Deed of Trust dated October 7, 1974, recorded in Book 50 of Eureka County Recorder's Office at page 78, as File No. 59334.

IN WITNESS WHEREOF, the Grantor has executed these presents the day and year first hereinabove written.

  
MONIQUE ITHURRALDE  
EUREKA, NEVADA

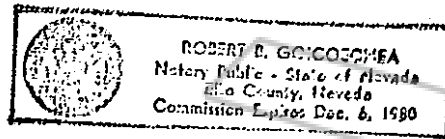
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BOOK 73 PAGE 334 -3-

STATE OF NEVADA )  
 ) ss.  
COUNTY OF EUREKA )

On this 22<sup>nd</sup> day of August, 1979, personally appeared before me, a Notary Public, MONIQUE OTHURRALDE, who acknowledged to me that she executed the foregoing instrument.

Robert B. Goicoechea  
NOTARY PUBLIC



69716

RECORDED AT THE REQUEST OF James P. Ithurralde  
on September 6, 1979, at 05 mins. past 8 A. M. In  
Book 73 of OFFICIAL RECORDS, pages 332-335 RECORDS OF  
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder  
File No. 69716 Fee \$ 6.00

BOOK 73 PAGE 335

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