

'73753

DEED OF TRUST

THIS DEED OF TRUST made this 19 day of May, 1980, between CARL RICHARD McCOY, "TRUSTOR", FIRST AMERICAN TITLE COMPANY OF NEVADA, "TRUSTEE", and HAROLD M. LA ROSE, "BENEFICIARY".

W I T N E S S E T H:

The Trustor hereby grants, conveys, and confirms unto Trustee in trust with power to sell all that certain lot, piece or parcel of land situate in the Town of Eureka, County of Eureka, State of Nevada, more particularly described as follows:

Lot 11 in Block 22, TOWN OF EUREKA, as shown on the map filed in the Office of the County Recorder of Eureka County, Nevada.

TOGETHER WITH the tenements, hereditaments, appurtenances, reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, interest, claim and demand which Trustor has or may acquire in said premises.

To secure the payment of a Promissory Note of even date herewith made by Trustor to Beneficiary in the principal sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), with interest, expenses, charges and attorney fees as herein provided and to secure payment and performance of every obligation and term of this instrument.

1. Covenants numbers 1, 2 (fair market value), 3, 4 (interest nine (9) percent), 5, 6, 7 (a reasonable attorney's fee), 8 and 9 of N.R.S. 107.030 are hereby adopted and made a part of this Deed of Trust.

2. Notwithstanding, any other provision contained herein if the building or improvements which are now or shall hereafter be erected on the premises which are the subject of this Deed of Trust shall suffer loss or be damaged by fire, the Trustor shall have the option to use the money from the insurance required by covenant number 2 of N.R.S. 107.030 to rebuild

JACK B. AMES
ATTORNEY AT LAW
575 FIFTH STREET
P. O. BOX 1629
ELKO, NEVADA 89801

BOOK 81 PAGE 363

the said buildings and/or improvements or pay the Beneficiary the remaining unpaid balance of the note secured hereby and retain the remainder.

3. As additional security Trustor irrevocably gives to Beneficiary the right to collect the rents, issues and profits of the said property and of any personal property located thereon, with or without taking possession of the property. Reserving, however, to trustor the right to possession and the right to collect the rents, issues and profits whenever there does not exist any default in performing the obligations secured hereby.

4. Should the Trustor be or become in default under any other Deed of Trust or other instrument constituting a lien on the aforesaid real property, the whole sum of principal and interest on the note secured hereby shall become immediately due at the option of the Trustee or Beneficiary.

5. In the event of default and the sale of the property hereby conveyed, Trustor promises to pay any deficiency between the amount realized on said sale and the obligations secured hereby and agrees that suit may be maintained for said deficiency.

6. Trustor agrees to pay and discharge all governmental and other liens or levies on said premises and to maintain the property and improvements thereon in the condition in which they now are, normal wear and tear excepted.

7. Neither any, nor any combination of the following shall adversely affect the rights of the Beneficiary or the Trustee hereunder, nor relieve any person from any obligation under this instrument or on the note secured hereby: extension of time for payment of any sum or sums; partial reconveyance; acceptance of any sum after the same is due, or after filing notice of breach and election to sell; joinder in granting any easement; joinder in any extension or subordination agreement.

8. Beneficiary shall be entitled to receive and apply

JACK B. AMES
ATTORNEY AT LAW
575 FIFTH STREET
P. O. BOX 1829
ELKO, NEVADA 89801

BOOK 81 PAGE 364

upon the obligation secured hereby such sums as may be paid in any eminent domain proceedings affecting the premises whether payment of said obligation is due or not, provided however that Beneficiary shall not be entitled to receive said sum beyond the total amount of the obligation secured by this Deed of Trust.

9. The rights and remedies granted herein to Beneficiary and Trustee shall be concurrent and cumulative, and in addition to the rights and remedies granted by law.

10. Words used herein in any gender include all other genders, the singular includes the plural, and the plural the singular where appropriate.

11. The provisions herein shall bind and run in favor of the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust the day and year first above written.

Carl Richard McCoy

PARTY TO THESE INSTRUMENTS

Step 4
MHC-106-Substantial (Rev. 6-77)
Step 4

STATE OF CALIFORNIA }
COUNTY OF San Diego } ss.
On May 19, 1980 before me,
the undersigned, a Notary Public in and for said County and State,
personally appeared Carl Richard McCoy

_____, known to me
to be the person(s) whose name(s) is subscribed to the within
instrument and acknowledged that said person(s) executed the same.

Signature Shirley A Knight
Notary Public in and for said County and State



NOTARY PUBLIC

RECORDED AT REQUEST OF
FIRST AMERICAN TITLE CO. OF NEVADA
BOOK 81 PAGE 363

60 MAY 29 P 4: 26

OFFICE OF THE CLERK
EUREKA COUNTY, NEVADA
WILLIS A. DESBELL, RECORDER
FILE NO. 73753
FEE \$ 5.00

BOOK 81 PAGE 365

JACK B. AMES
ATTORNEY AT LAW
676 FIFTH STREET
P. O. BOX 1629
ELKO, NEVADA 89801