

DEED OF TRUST

THIS DEED OF TRUST made this 18th day of June, 1980, between GLEN W. MOYLE and DOROTHY L. MOYLE, "TRUSTORS, FRONTIER TITLE COMPANY, "TRUSTEE" and EDWARD SIUDMAK and FLORENCE O. SIUDMAK, "BENEFICIARIES."

W I T N E S S E T H:

The Trustors hereby grant, convey and confirm unto Trustee in trust with power to sell all those certain lots, pieces or parcels of land situate in the County of Eureka, State of Nevada, more particularly described as follows:

TOWNSHIP 22 NORTH, RANGE 54 EAST, MDB&M

Section 18: E $\frac{1}{2}$ E $\frac{1}{2}$ *de*

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 Trustors have or may acquire in said premises.

To secure the payment of a Promissory Note of even date herewith made by Trustors to Beneficiaries in the principal sum of THIRTY NINE THOUSAND DOLLARS (\$39,000.00) with interest, expenses and attorney fees as herein provided, and to secure payment and performance of every obligation and term of this instrument.

1. Covenants Number 1, 2 (fair market value) 3, 4 (interest Ten (10) 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

-1-

JACK B. AMES
ATTORNEY AT LAW
575 FIFTH STREET
P. O. BOX 1020
ELKO, NEVADA 89801

BOOK 82 PAGE 220

be erected on the premises which are the subject of this Deed of Trust shall suffer loss or be damaged by fire, the Trustors shall have the option to use the money from the insurance required by Covenant No. 2 of N.R.S. 107.030 to rebuild the said buildings and/or improvements or pay the Beneficiaries the remaining unpaid balance of the Note secured hereby and retain the remainder.

3. As additional security Trustors irrevocably give to Beneficiaries 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 Trustors 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 Trustors 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 Beneficiaries.

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

6. Trustors agree 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 Beneficiaries or the Trustee hereunder nor relieve any person from any obligation under this

-2-

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BOOK 82 PAGE 221

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.

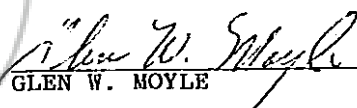
8. Beneficiaries shall be entitled to receive and apply upon the obligation secured hereby such sums as may be paid in any eminent domain proceedings affecting the premises whether payment of said obligation is due or not, provided however, that Beneficiaries shall not be entitled to receive said sum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

9. The rights and remedies granted herein to Beneficiaries 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 provision herein shall bind and run in favor of the heirs, executors, administrators, successors, and assigns of the respective parties.

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


GLEN W. MOYLE


DOROTHY L. MOYLE

STATE OF NEVADA)
COUNTY OF Esmeralda) ss.

On this 13 day of June, 1980, personally appeared

-3-
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BOOK 82 PAGE 222

before me a Notary Public, GLEN W. MOYLE and DOROTHY L. MOYLE,
his Wife, who acknowledged to me that they executed the fore-
going instrument.

Glen W. Moyle
NOTARY PUBLIC



RECORDED AT REQUEST OF
FRONTIER TITLE COMPANY
BOOK 82 PAGE 220

80 JUN 18 A 9:33

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
WILLIS A. DEPAUL RECORDER
FILE NO. 74068
FEE \$ 6.00

BOOK 82 PAGE 223

-4-

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