

78688

DEED OF TRUST

THIS DEED OF TRUST made this 23rd day of January, 1981, between MARY JEAN LABARRY, a widow, "TRUSTOR", FRONTIER TITLE COMPANY, "TRUSTEE", and JOSEPH L. BEERY and EVA J. BEERY, his Wife, as joint tenants with right of survivorship, "BENEFICIARIES".

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 those certain lots, pieces or parcels of land situate in the Town of Eureka, County of Eureka, State of Nevada, more particularly described as follows:

Lots 1, 2, and 3 of Block 40 of the Town ⁴⁰ of Eureka, County of Eureka, State of Nevada.

EXCEPTING THEREFROM, all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials in and under said land reserved by the United States of America, in Patent recorded December 19, 1947, in Book 23, Page 226, Deed Records, Eureka County, Nevada.

TOGETHER with any and all buildings and improvements situate thereon.

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 Beneficiaries in the principal sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00), with interest, expenses, charges, and attorney fees as therein provided and to secure payment and performance of every obligation and term of

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this instrument.

1. Covenants Numbers 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 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 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 Trustor irrevocably gives 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 Trustor the right of 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 Beneficiaries.

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 govern-

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mental 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 Beneficiaries 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. 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 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.

Mary Jean LaBarry
MARY JEAN LABARRY

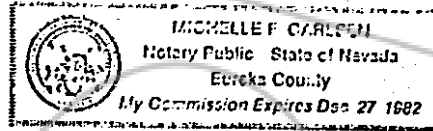
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STATE OF NEVADA)
)
COUNTY OF Eureka) SS.

On this 19th day of January, 1981, personally
appeared before me, a Notary Public, MARY JEAN LaBARRY, who
acknowledged to me that she executed the foregoing instrument.

Michelle F. Carlson
NOTARY PUBLIC



RECORDED AT REQUEST OF
FRONTIER TITLE COMPANY
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OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
WILLIS A. DEPAOLI - RECORDER
FILE NO. 78688
FEE \$ 6.00

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