

80339

DEED OF TRUST

1
2 THIS DEED OF TRUST, made this 24th day of April, 1981, by
3 and between JAMES PATRICK FITZGERALD, a married man, as his sole and
4 separate property, and RICHARD S. PACKARD, JR. and SUSIE PACKARD, husband
5 and wife, Trustors; FIRST COMMERCIAL TITLE, INC., a Nevada corporation,
6 Trustee; and JAMES E. DOTSON and LORRAINE B. DOTSON, husband and wife,
7 as joint tenants, Beneficiaries.

WITNESSETH:

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9 That Trustors do hereby grant, bargain, sell, convey and confirm
10 unto Trustee in trust with power of sale, all that certain property in
11 the City of Eureka, County of Eureka, State of Nevada, more particularly
12 described as follows:

13 Lot 3 Block 36, Town of Eureka, County of Eureka, State of Nevada
14 the same as described on the official map of the townsite of
15 Eureka approved by the United States General Land Office on
November 19, 1937 on file in the Eureka County Recorder's office.

16 AND, ALSO, all the estate, interest, homestead or other claim, as
17 well in law as in equity, which said Trustors now have or may hereafter
18 acquire in and to said property, together with all easements and rights
19 of way used in connection therewith or as a means of access thereto, and
20 all and singular the tenements, hereditaments and appurtenances thereunto
21 belonging, or in anywise appertaining, and the reversion and reversions,
22 remainder and remainders, rents, issues and profits thereof.

23 TO HAVE AND TO HOLD, the same unto the said Trustee and its successors,
24 for the purpose of securing:

25 Payment of an indebtedness in the sum of \$105,000.00, evidenced by
26 a promissory note of even date herewith, with interest thereon, according
27 to the terms of said note, which note by reference is hereby made a part
28 hereof, executed by Trustors and delivered to Beneficiaries, and payable
29 to the order of Beneficiaries, and any and all extensions or renewals
30 thereof, payment of such additional sums with interest thereon, as may
31 be hereafter loaned by the Beneficiaries to Trustors when evidenced by
32 the promissory note or notes of Trustors; payment of all other sums with
interest thereon becoming due and payable under the provisions hereof to
either Trustee or to Beneficiaries, and the performance and discharge of
each and every obligation, covenant and agreement of Trustors herein
contained.

AND THIS INSTRUMENT FURTHER WITNESSETH:

33 FIRST: Trustors promise and agree to pay when due all claims for
34 labor performed and materials furnished for any construction, alteration
35 or repair upon the above-described premises; to comply with all laws
36 affecting said property or relating to any alterations or improvements
37 that may be made thereon; not to commit or permit waste thereon, not to
38 commit, suffer or permit any acts upon said property in violation of any
39 law, covenant, condition or restriction affecting said property; and to
40 permit Beneficiaries to enter at all reasonable times for the purpose of

LAW OFFICES
SALA MAULIFFE,
HILL & WHITE
P.O. BOX 2481
SUITE 404
ONE EAST LIBERTY ST.
EUREKA, NEVADA
(702) 323-1326
(702) 786-3370

1 inspection.

2 **SECOND:** Trustors covenant to keep all buildings that may now or
3 at any time be on said property during the continuance of this trust in
4 good repair and insured against loss by fire, with extended coverage
5 endorsement, in a company or companies authorized to issue such insurance
6 in the State of Nevada, and as may be approved by Beneficiaries, for at
7 least such sum or sums as shall equal the total indebtedness secured by
8 this Deed of Trust and all obligations having priority over this Deed of
9 Trust or, the maximum full insurable value of such buildings, in the
10 event such maximum insurable value is less than the foregoing, and shall
11 be payable to Beneficiaries to the amount of the unsatisfied obligation
12 to Beneficiaries hereby secured, and to deliver the policy to Beneficiaries
13 or to collection agent of Beneficiaries, and in default thereof, Beneficiaries
14 may procure such insurance and/or make such repairs, and expend for
15 either of such purposes such sum or sums as Beneficiaries shall deem
16 proper.

17 **THIRD:** The following covenants Nos. 1, 3, 4 (interest 12%), 5,
18 6, 7 (counsel fees 12%), 8 and 9 of Nevada Revised Statutes 107.030, are
19 hereby adopted and made a part of this Deed of Trust.

20 **FOURTH:** Trustors agree to pay any deficiency arising from any
21 cause after application of the proceeds of the sale held in accordance
22 with the provisions of the covenants hereinabove adopted by reference.

23 **FIFTH:** The rights and remedies hereby granted shall not exclude
24 any other rights or remedies granted by law, and all rights and remedies
25 granted hereunder or permitted by law shall be concurrent and cumulative.
26 A violation of any of the covenants herein expressly set forth shall
27 have the same effect as the violation of any covenants herein adopted by
28 reference.

29 **SIXTH:** All the provisions of this instrument shall inure to,
30 apply to, and bind the heirs, executors, successors and assigns of the
31 survivor of Beneficiaries and shall inure to, apply to, and bind the
32 legal representatives, successors and assigns of each of the other
parties hereto, respectively. Whenever used, the singular number shall
include the plural, the plural, the singular, and the use of any gender
shall include all other genders.

SEVENTH: Trustors hereby assign to the Trustee any and all rents
of the above-described premises accruing after default and hereby authorize
Trustee, or a receiver to be appointed on application of Trustee or
Beneficiaries, without waiving or affecting the right of foreclosure or
any other right hereunder, to take possession of the premises at any
time after there is a default in the payments of said debt or in the
performance of any of the obligations herein contained, and to rent the
premises for the account of Trustors. At any Trustee's Sale held hereunder,
Trustee shall sell the property herein described as a single unit unless
herein otherwise specifically directed and at such sale is hereby authorized
to bid for Beneficiaries or other absent person.

EIGHTH: It is hereby expressly agreed that the trust created
hereby is irrevocable by Trustors.

NINTH: This deed of trust is executed by Trustors and accepted
by Beneficiaries with the understanding and upon the express condition
that if Trustors should make default in the performance of any of the
covenants and agreements herein set forth, then and in that event the
full amount of the principal indebtedness secured hereby shall forthwith
be and become wholly due and payable, notwithstanding the fact that the
same would not otherwise be due according to the terms of the promissory

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note secured hereby, and further, that the relationship of landlord and tenants shall exist as between the purchaser of the real property covered hereby upon foreclosure proceedings, and Truators and its successors in interest may be removed therefrom by any proceeding authorized by law, including an unlawful detainer action, in the event the possession of said real property should not be voluntarily surrendered to such purchaser.

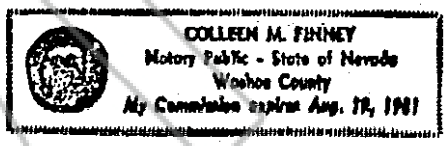
TENTH: Provided, however, that if all or any portion of the property which is the subject of this deed of trust herein described is conveyed from Trustor by deed, contract, execution, instrument or any other mode or means, voluntarily or involuntarily, which will affect in law or equity, a divestiture of Trustor's interest or title in said property, the note secured hereby shall accelerate and the entire balance of principal and interest shall forthwith become due and payable without notice or demand.

James Patrick Fitzgerald
JAMES PATRICK FITZGERALD
R.S. Packard, Jr.
RICHARD S. PACKARD, JR.
Susie Packard
SUSIE PACKARD

STATE OF NEVADA)
COUNTY OF WASHOE) SS:

On this 24th day of April, 1981, there personally appeared before me, a Notary Public, JAMES PATRICK FITZGERALD, who acknowledged to me that he executed the foregoing instrument.

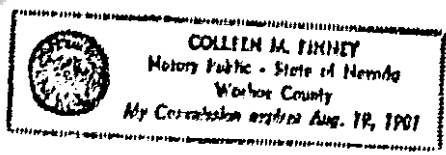
Colleen M. Finney
NOTARY PUBLIC



STATE OF NEVADA)
COUNTY OF WASHOE) SS:

On this 24th day of April, 1981, there personally appeared before me, a Notary Public, RICHARD S. PACKARD, JR. and SUSIE PACKARD, who acknowledged to me that they executed the foregoing instrument.

Colleen M. Finney
NOTARY PUBLIC



RECORDED AT REQUEST OF
First Commercial Title, Inc.
BOOK 94 PAGE 23

81 MAY 11 4:20

OFFICIAL SEPT 29
CLERK COUNTY CLERK
WILLIS A. DEPT. CLERK
FILE NO. 80339
FEE \$ 5.00

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