

ELL 9-15-16-1
N R P T T - \$27.50

81387

DEED OF TRUST

1 THIS DEED OF TRUST, made this 22nd day of July, 1981,
2 by and between CARL GEIL and JUDY GEIL, husband and wife, Trustors;
3 FIRST COMMERCIAL TITLE, INC., a Nevada corporation, Trustee; and E & R
4 INC. CORPORATION, a Nevada corporation, Beneficiary.
5

W I T N E S S E T H :

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

11 SEE ATTACHED EXHIBIT "A."

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

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

21 Payment of an indebtedness in the sum of \$23,000.00, evidenced by a
22 promissory note of even date herewith, with interest thereon, according
23 to the terms of said note, which note by reference is hereby made a part
24 hereof, executed by Trustors and delivered to Beneficiary, and payable
25 to the order of Beneficiary, and any and all extensions or renewals
26 thereof, payment of such additional sums with interest thereon, as may
27 be hereafter loaned by the Beneficiary to Trustors when evidenced by the
28 promissory note or notes of Trustors; payment of all other sums with
29 interest thereon becoming due and payable under the provisions hereof to
30 either Trustee or to Beneficiary, and the performance and discharge of
31 each and every obligation, covenant and agreement of Trustors herein
32 contained.

AND THIS INDENTURE 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 Beneficiary to enter at all reasonable times for the purpose of
41 inspection.

42 SECOND: Trustors covenant to keep all buildings that may now or
at any time be on said property during the continuance of this trust in
good repair and insured against loss by fire, with extended coverage
endorsement, in a company or companies authorized to issue such insurance
in the State of Nevada, and as may be approved by Beneficiary, for at

When Recorded Mail To:
A-Allstate Abstract Company
1111 Forest Street
Reno, Nv. 89509

LAW OFFICES
SALA, McAULIFFE,
HILL & WHITE
P.O. BOX 2481
ONE EAST LIBERTY ST.
SUITE 404
RENO, NEVADA
(702) 323-1326
(702) 786-2370

BOOK 096 PAGE 532

1 least sum or sums as shall equal the total indebtedness secured by
2 this Deed of Trust and all obligations having priority over this Deed of
3 Trust or, the maximum full insurable value of such buildings, in the
4 event such maximum insurable value is less than the foregoing, and shall
5 be payable to Beneficiary to the amount of the unsatisfied obligation to
6 Beneficiary hereby secured, and to deliver the policy to Beneficiary or
7 to collection agent of Beneficiary, and in default thereof, Beneficiary
8 may procure such insurance and/or make such repairs, and expend for
9 either of such purposes such sum or sums as Beneficiary shall deem
10 proper.

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

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

17 **FIFTH:** The rights and remedies hereby granted shall not exclude
18 any other rights or remedies granted by law, and all rights and remedies
19 granted hereunder or permitted by law shall be concurrent and cumulative.
20 A violation of any of the covenants herein expressly set forth shall
21 have the same effect as the violation of any covenants herein adopted by
22 reference.

23 **SIXTH:** All the provisions of this instrument shall inure to,
24 apply to, and bind the heirs, executors, successors and assigns of the
25 survivor of Beneficiary and shall inure to, apply to, and bind the legal
26 representatives, successors and assigns of each of the other parties
27 hereto, respectively. Whenever used, the singular number shall include
28 the plural, the plural the singular, and the use of any gender shall
29 include all other genders.

30 **SEVENTH:** Trustors hereby assign to the Trustee any and all rents
31 of the above-described premises accruing after default and hereby authorize
32 Trustee, or a receiver to be appointed on application of Trustee or
Beneficiary, 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 Beneficiary 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 Beneficiary 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
note secured hereby, and further, that the relationship of landlord and
tenant shall exist as between the purchaser of the real property covered
hereby upon foreclosure proceedings, and Trustors 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.

1 TENTH: This is an All-inclusive Deed of Trust and is subject and
2 subordinate to a note secured by a First Deed of Trust now of record in
3 the original amount of \$67,898.97, in favor of Alice Hazel Peters, a
4 widow, and Robert Bruce Peters, a single man, as joint tenants, dated
5 June 2, 1975, recorded June 2, 1975, in Book 51, Page 394, Document No.
6 59980, County of Eureka, State of Nevada, ~~which was subsequently assigned
7 to Earl A. Rasmussen, by assignment dated XXXXXXXXXXXXXXXXXXXXXXXXXX
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which Beneficiary herein has
agreed to pay the instalments as therein required. Said first Deed of
Trust in favor of Earl A. Rasmussen encumbers the same real property as
is the subject of this Deed of Trust as well as other unrelated property.
Should the within Beneficiary default in any of the instalments as to
the payments on the First Deed of Trust, of which this Deed of Trust is
subject and subordinate to, the Trustors herein may make said payments
directly to the Beneficiary thereof and any and all payments so made
shall be credited to the note which is secured by this Deed of Trust.

Notwithstanding any portion of this Deed of Trust to the contrary,
any demand for sale, delivered to the Trustee for the foreclosure of
this Deed of Trust, shall be reduced by the proportionate unpaid balance,
if any, of the principal and interest and charges existing upon the said
note secured by the senior First Deed of Trust referred to above as
exist at the time of the Trustee's sale upon such foreclosure, satisfactory
evidence of which unpaid balance must be submitted to Trustee prior to
such sale. Such proportionate unpaid balance shall be obtained by
using a ratio consisting of the area of property the subject of this
Deed of Trust over the area of property subject to the senior Deed of
Trust and multiplying that ratio by the said sum due on the note for
which the senior Deed of Trust is security.

The payments required by the note secured by this deed of trust
shall be made to A-Allstate Abstract Company as collection agent with
instructions to disburse said payments first to discharge the obligations
of Beneficiary upon the senior First Deed of Trust mentioned herein, and
then disburse the remaining balance to Beneficiary. Said collection
agent may hereinafter be changed by the substitution of a new collection
agent or eliminated wherein the payments will be made directly to Beneficiary
by the execution, acknowledgment and recordation of a document indicating
such change by Trustors and Beneficiary or their respective assigns or
successors in interest.

ELEVENTH: At such time as Trustors have discharged their obligation
set forth in the promissory note for which this Deed of Trust is security,
Beneficiary agrees to obtain a release of the property the subject of
this Deed of Trust from the encumbrance of the Deed of Trust in favor
of Earl A. Rasmussen above described, in order that Trustors may hold
this property free and clear of such encumbrance. In the event that the
Deed of Trust in favor of Earl A. Rasmussen above described contains a
Release Clause, Beneficiary herein grants Trustors herein the right to
utilize the rights of Trustor therein as to such releases.

Carl E. Geil

CARL GEIL
Judy A. Geil

JUDY GEIL

Beneficiary hereby executes the foregoing Deed of Trust for the

LAW OFFICES
SARA McAULIFFE,
HILL & WHITE
P.O. BOX 2481
ONE EAST LIBERTY ST.
SUITE 404
RENO, NEVADA
(702) 323-1328
(702) 786-2370

1 purpose of agreeing and consenting to the provisions of Paragraph Eleventh
2 herein.

E & R INC. CORPORATION, a Nevada
3 Corporation,

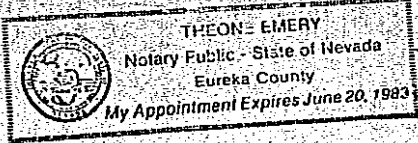
4 By: Carl Kasmuss

5 STATE OF NEVADA)

ss:

6 COUNTY OF ~~WASHOE~~ Eureka)

7 On this 24 day of July, 1981, there personally
8 appeared before me, a Notary Public, CARL GEIL and JUDY GEIL, who acknowledged
9 to me that they executed the foregoing instrument.



Theone Emery
10 NOTARY PUBLIC

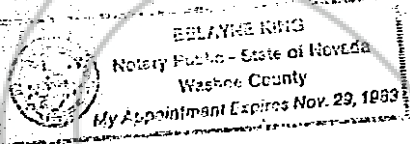
12 STATE OF NEVADA)

ss:

13 COUNTY OF WASHOE)

14 On this 25th day of July, 1981, personally appeared
15 before me, the undersigned, a Notary Public in and for the above County
16 and State, Carl A. Kasmuss known to me to be the President
17 of E & R INC. CORPORATION, a Nevada corporation who executed the foregoing
18 instrument for and on behalf of said corporation and upon oath did
19 depose that he is the officer of said corporation as above designated;
20 that he is acquainted with the said of said corporation; that the signature
21 to said instrument was made by the officer of said corporation as indicated
22 after said signature and that said corporation executed said instrument
23 freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal, the day and year in this certificate first above written.



Belayne King
21 NOTARY PUBLIC

32
LAW OFFICES
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HILL & WHITE
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EXHIBIT "A"

Beginning at the SW corner which is also common to the S 1/4 corner, Section 29 Township 20 N, Range 53 East; thence N 0°8'42" E 1333.33 feet; thence S 89°50'12" E 316.6 feet; thence S 09°26' E 1333.6 feet; thence N 89°48' W 330.08 feet to the Point of Beginning, portions of Section 29, T 20 N, R 53 E, M.D. Meridian.

EXCEPTING THEREFROM any portion thereof which lies within the boundaries of U.S. Highway 50.

RECORDED AT REQUEST OF
First Commercial Title, Inc
BOOK 96 PAGE 36

81 AUG 6 AM: 03

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
WILLIS A. DEPAOLI-RECORDER
FILE NO. 81387
FEE 58.00

BOOK 96 PAGE 36