

DEED OF TRUST

1  
2 THIS DEED OF TRUST, made this 9th day of October,  
3 1981, by and between MARK T. HOEKENGA II and MARION H. HOEKENGA,  
4 husband and wife, as Trustor, and CHARTER TITLE, as Trustee, and  
5 R. A. STEWART and ANN STEWART, husband and wife, and R. W. HORTON  
6 and SHEILA HORTON, husband and wife, all as Joint Tenants, as  
7 Beneficiary. (It is distinctly understood that the words "Trustor"  
8 and "Beneficiary" and the word "his" referring to the Trustor or  
9 Beneficiary, as herein used, are intended to and do include the  
10 masculine, feminine and neuter genders and the singular and plural  
11 numbers, as indicated by the context.)

WITNESSETH:

12  
13 That said Trustor hereby grants, conveys and confirms  
14 unto said Trustee in trust with power of sale, the following  
15 described real property situate in the County of Eureka, State of  
16 Nevada, to-wit:

17  
18 (C) Lots 14 and 15, Block 2, in the Town of Eureka,  
19 according to the official map thereof, filed in  
20 the Office of the County Recorder of Eureka  
21 County, State of Nevada.

22  
23 TOGETHER WITH all and singular the tenements, heredita-  
24 ments and appurtenances thereunto belonging or anyway appertaining,  
25 and the reversion and reversions, remainder and remainders, rents,  
26 issues and profits thereof, and also all the estate, right, title  
27 and interest, homestead or other claim or demand, as well in law  
28 as in equity, which the Trustor now has or may hereafter acquire,  
29 or, in or to the said premises or any part thereof, with the  
30 appurtenances.

31  
32 As additional security, Trustor hereby assigns all rents  
33 from such property and gives to and confers upon Beneficiary the  
34 right, power and authority, during the continuance of these Trusts,  
35 to collect the rents, issues, and profits of said property, re-  
36 serving unto Trustor the right, prior to any default by Trustor in  
37 payment of any indebtedness secured hereby or in performance of  
38 any agreement hereunder, to collect and retain such rents, issues,  
39 and profits as they become due and payable.

40  
41 Upon any such default, Beneficiary may at any time  
42 without notice, either in person, by agent, or by a receiver to be  
43 appointed by a court, and without regard to the adequacy of any  
44 security for the indebtedness hereby secured, enter upon and take  
45 possession of said property or any part thereof, in his own name  
46 for or otherwise collect such rents, issues, and profits, in-  
47 cluding those past due and unpaid, and apply the same, less costs  
48 and expenses of operation and collection, including reasonable  
49 attorney's fees, upon any indebtedness secured hereby, and in such  
50 order as Beneficiary may determine.

51  
52 The entering upon and taking possession of said property,  
53 the collection of such rents, issues, and profits, and the applica-  
54 tion thereof as aforesaid, shall not cure or waive any default or  
55 notice of default hereunder or invalidate any act done pursuant to  
56 such notice.

57  
58 TO HAVE AND TO HOLD the same unto the said Trustee and  
59 its successors, upon the trusts hereinafter expressed:

LAW OFFICES  
JOHNSTON & FAIRMAN  
A PROFESSIONAL CORPORATION  
P. O. BOX 5 - 522 AULTMAN STREET  
ELY, NEVADA 89301  
(702) 299-4422

LAW OFFICES  
JOHNSTON & FAIRMAN  
A PROFESSIONAL CORPORATION  
P.O. BOX 5 - 562 AULTMAN STREET  
ELY, NEVADA 89301  
(702) 289-4422

1 As security for the payment of Two Thousand Dollars  
2 (\$2,000.00) in lawful money of the United States of America, with  
3 interest thereon in like money and with expenses and counsel fees  
4 according to the terms of the Promissory Note or Notes for said  
5 sum executed and delivered by the Trustor to the Beneficiary; such  
6 additional amounts as may be hereafter loaned by the Beneficiary  
7 or his successor to the Trustor or any of them, or any successor  
8 in interest of the Trustor, with interest thereon, and any other  
9 indebtedness or obligation of the Trustor or any of them, and any  
10 present or future demands of any kind or nature which the Bene-  
11 ficiary, or his successor, may have against the Trustor or any of  
12 them, whether created directly or acquired by assignment; whether  
13 absolute or contingent; whether due or not, or whether otherwise  
14 secured or not, or whether existing at the time of the execution  
15 of this instrument, or arising thereafter; also as security for  
16 the payment and performance of every obligation, covenant, promise  
17 or agreement herein or in said note or notes contained.

18 Trustor grants to Beneficiary the right to record notice  
19 that this Deed of Trust is security for additional amounts and  
20 obligations not specifically mentioned herein but which constitute  
21 indebtedness or obligations of the Trustor for which Beneficiary  
22 may claim this Deed of Trust as security.

23 AND THIS INDENTURE FURTHER WITNESSETH:

24 FIRST: The Trustor promises and agrees to pay when due  
25 all claims for labor performed and materials furnished for any con-  
26 struction, alteration or repair upon the above-described premises;  
27 to comply with all laws affecting said property or relating to any  
28 alterations or improvements that may be made thereon; not to  
29 commit, suffer or permit any acts upon said property in violation  
30 of any law, covenant, condition or restriction affecting said  
31 property.

32 SECOND: The Trustor promises to properly care for and  
33 keep the property herein described in first-class condition, order  
34 and repair; to care for, protect and repair all buildings and im-  
35 provements situate thereon; and otherwise to protect and preserve  
36 the said premises and the improvements thereon and not to commit  
37 or permit any waste or deterioration of said buildings and im-  
38 provements or of said premises. If the above described property  
39 is farm land, Trustor agrees to farm, cultivate and irrigate said  
40 premises in a proper, approved and husbandmanlike manner.

41 THIRD: The following covenants, Nos. 1, 2 (\$2,000.00  
42 amount of insurance), 3, 4 (interest 12% per annum), 5, 6, 7  
43 (counsel fees 25%) and 8 of N.R.S. 107.030, are hereby adopted and  
44 made a part of this Deed of Trust.

45 FOURTH: Beneficiary may, from time to time, as provided  
46 by statute, or by a writing, signed and acknowledged by him and  
47 recorded in the office of the County Recorder of the County in  
48 which said land or such part thereof as is then affected by this  
49 Deed of Trust is situated, appoint another Trustee in place and  
50 stead of Trustee herein named, and thereupon, the Trustee herein  
51 named shall be discharged and Trustee so appointed shall be sub-  
52 stituted as Trustee hereunder with the same effect as if originally  
53 named Trustee herein.

54 FIFTH: Trustor agrees to pay any deficiency arising  
55 from any cause after application of the proceeds of the sale held  
56 in accordance with the provisions of the covenants hereinabove  
57 adopted by reference.

LAW OFFICES  
JOHNSTON & FAIRMAN  
A PROFESSIONAL CORPORATION  
P.O. BOX 9 - 809 AULTMAN STREET  
ELY, NEVADA 89301  
(702) 299-4422

1 SIXTH: The rights and remedies hereby granted shall not  
2 exclude any other rights or remedies granted by law, and all  
3 rights and remedies granted hereunder or permitted by law shall be  
4 concurrent and cumulative. A violation of any of the covenants  
5 herein expressly set forth shall have the same effect as the  
6 violation of any covenant herein adopted by reference.

7 SEVENTH: In the event of any tax or assessment on the  
8 interest under this Deed of Trust it will be deemed that such  
9 taxes or assessments are upon the interest of the Trustor, who  
10 agrees to pay such taxes or assessments although the same may be  
11 assessed against the Beneficiary or Trustee.

12 EIGHTH: All the provisions of this instrument shall  
13 inure to, apply, and bind the legal representatives, successors  
14 and assigns of each party hereto respectively.

15 NINTH: In the event of a default in the performance or  
16 payment under this Deed of Trust or the security for which this  
17 Deed of Trust has been executed, any notice given under Section  
18 107.080 N.R.S. shall be given by registered letter to the Trustor(s)  
19 at the address herein. P.O. Box 276, Eureka, Nevada 89316

20 and such notice shall be binding upon the Trustor(s), Assignee(s),  
21 or Grantee(s) from the Trustor(s).

22 TENTH: It is expressly agreed that the trusts created  
23 hereby are irrevocable by the Trustor.

24 IN WITNESS WHEREOF, the Trustor has executed these  
25 presents the day and year first above written.

26 X Mark T. Hoekenga II

27 MARK T. HOEKENGA II

28 X Marion H. Hoekenga

29 MARION H. HOEKENGA

30 STATE OF NEVADA, )  
31 ) ss.  
32 County of )

33 On this 9th day of October, 1981, before me, a  
34 Notary Public, appeared MARK T. HOEKENGA II and MARION H. HOEKENGA,  
35 husband and wife, known to me to be the persons described in and  
36 who acknowledged that they executed the above instrument.

37 Jan [Signature]  
38 Notary Public  
39 COUNTY CLERK  
40 OFFICE CLERK OF THE THIRD JUDICIAL COURT

41 RECORDED AT REQUEST OF  
42 Chatter Title  
43 BOOK 98 PAGE 591



44 81 OCT 12 P 1: 38

45 OFFICIAL RECORDS  
46 EUREKA COUNTY, NEVADA  
47 WILLIS A. DEWOLF, RECORDER  
48 FILE NO. 82294  
49 FEE \$ 6.00

50 -3 and last-

51 BOOK 98 PAGE 593