

## DEED OF TRUST

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

## WITNESSETH:

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

Lots 14 and 15, Block 2, in the Town of Eureka, according to the official map thereof, filed in the Office of the County Recorder of Eureka County, State of Nevada.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title and interest, homestead or other claim or demand, as well in law as in equity, which the Trustor now has or may hereafter acquire, or, in or to the said premises or any part thereof, with the appurtenances.

As additional security, Trustor hereby assigns all rents from such property and gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues, and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues, and profits as they become due and payable.

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

The entering upon and taking possession of said property, the collection of such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

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

LAW OFFICES  
JOHNSTON & FAIRMAN  
A PROFESSIONAL CORPORATION  
P.O. BOX 5 • 582 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.



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

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

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

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

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

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

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

X Mark T. Hoekenga II  
MARK T. HOEKENGA II

X Marion H. Hoekenga  
MARION H. HOEKENGA

STATE OF NEVADA, )  
County of ) ss.

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

Janet Thompson  
Notary Public  
COUNTY CLERK  
CLERK OF THE THIRD JUDICIAL COURT

RECORDED AT REQUEST OF  
Chatter Title  
BOOK 98 PAGE 591

81 OCT 12 P 1:38

OFFICIAL RECORDS  
EUREKA COUNTY, NEVADA  
WILLIS A. DEWITT, RECORDER  
FILE NO. 82294  
FEE \$ 6.00



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