

84284

84269

DEED OF TRUST

THIS DEED OF TRUST, made this 19th day of MAY<sup>ME</sup>, 1982, by and between MARK T. HOEKENGA II and MARION H. HOEKENGA, husband and wife, and ALFRED J. HOEKENGA, a single man, as Trustors, and CHARTER TITLE, INC. as Trustee, and JOE ODELL TOGNINI, also known as JOSEPH O. TOGNINI, and RUTH TOGNINI, husband and wife, and JACKIE LAMONT TOGNINI, also known as JACK L. TOGNINI, and JEANETTE TOGNINI, husband and wife, all as joint tenants, and not as tenants in common, with full rights of survivorship, as Beneficiaries;

W I T N E S S E T H:

That the said Trustors hereby grant, bargain, sell, convey and confirm unto the said Trustee, and to its successors and assigns, with power to sell, the following described real property situate in the Town of Eureka, County of Eureka, State of Nevada, more particularly described as follows:

*Lot 1* Lot 1, Block 55, and Lot 3, Block 56, 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.

Also that portion of Lot 9, in Block 56, in the Town of Eureka, which is more particularly described as follows, to-wit:

Beginning at the SE corner of Lot 9, Block 56, thence N. 11°43' W., a distance of 65.87 feet; thence S. 74°52' W., a distance of 42.14 feet; thence S. 11°43' E., a distance of 63.41 feet; thence N. 78°17' E., a distance of 42.04 feet to the point of beginning.

TOGETHER with any and all buildings and improvements situate thereon.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the

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ROSS P. EARDLEY  
ATTORNEY AT LAW  
409 IDAHO STREET - P. O. BOX 391  
ELKO, NEVADA 89801

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(702) 738-4046

reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the same unto the Trustee, and to its successors and assigns, upon the trusts, covenants and agreements herein expressed and as security for the payment of a certain Promissory Note dated MAY 19, 1982, for the principal sum of \$13,500.00, bearing interest at the rate of 10% per annum, said principal sum and interest being payable in monthly installments, as more specifically set forth in said Note; said Note being executed by the Trustors herein to the said Beneficiaries and payable at Carson City, Nevada, or wherever else said Beneficiaries in writing designate. Said Note is hereby referred to and incorporated herein as though set forth in full herein.

This Deed of Trust is also given as security for the payment of any and all monies which the Beneficiaries and Trustee, or either of them, may or shall hereafter loan or advance to the Trustors, or any of them, or advance for their account, even though the said loan or advance may be secured by other mortgage or Deed of Trust and as security for the payment of all other monies that may become due from the Trustors, or any of them, from any cause whatsoever, including the payment of all other monies hereby agreed or provided to be paid by the Trustors, or which may be paid out, or advanced, by the Trustee, or by the Beneficiaries, under the provisions of this Deed of Trust.

The Trustors hereby covenant and agree:

1. The Trustors promise and agree to properly care for and keep the property herein described, including any fences, buildings and other improvements thereon, in at least as good a condition of repair and maintenance as the same now are, subject to normal wear and tear, and to care for, protect and maintain any and all buildings

situate thereon, and to otherwise protect and maintain said premises and not to commit nor permit any waste or deterioration thereof. The Trustors may make such alterations or improvements as they may desire on said premises, so long as they do not lessen the value of said property, and the Trustors shall pay, when due, all claims for labor performed or material furnished thereon.

2. That the Beneficiaries, or their duly authorized agents, shall at all reasonable times have the right to enter upon said premises and inspect the same.

3. The Trustors covenant, warrant and represent that the title conveyed is a fee simple absolute title, free and clear of all encumbrances; that they will forever warrant and defend the title to the premises above mentioned to the Trustee and Beneficiaries and their successors and assigns, against all lawful claims and demands of all persons whomsoever.

4. The following covenants Nos. 1, 2(\$ \_\_\_\_\_), 3, 4(10%), 5, 6, 7(Reasonable), 8 and 9 of Section 107.030 NRS are hereby adopted and made a part of this Deed of Trust.

5. The reconveyance of this Deed of Trust shall be at the cost and expense of the Trustors, or such other persons entitled to reconveyance.

6. The acceptance by said Beneficiaries of any payment of the indebtedness hereby secured shall not operate as a waiver by the Beneficiaries of any default by the Trustors made previously to such payment in any of the covenants or agreements to be made, kept and performed by the Trustors herein provided.

7. The Trustors hereby covenant and agree that neither the acceptance nor existence, now or hereafter, of any other security for

the indebtedness secured hereby, nor the release thereof, shall operate as a waiver of the security of this Deed of Trust, nor shall this Deed of Trust, nor its satisfaction, nor a reconveyance made hereunder, operate as a waiver of such other security now held or hereafter acquired.

8. All the provisions of this instrument shall apply to and bind the legal representatives, successors and assigns of the respective parties hereto, and it is distinctly understood and agreed that the words Trustors, Grantors, Trustee or Beneficiaries, as used in this instrument, and any pronoun referring thereto, is intended to and does include the masculine, feminine and neuter genders, and the singular and plural numbers; that the covenants and agreements of the Trustors or Grantors herein shall be construed to be the joint and several covenants and agreements of all persons who sign this instrument; that if any provision of this Deed of Trust be judicially declared invalid, such decision shall not affect the validity of the remaining provisions, and if any sale made hereunder shall be judicially declared invalid or deemed by the Beneficiaries to be invalid, such sale shall not exhaust the power of sale, and the Trustee, at the request of the Beneficiaries, may proceed anew with the sale of this property, in order to enforce fully the provisions of this Deed of Trust.

9. It is expressly agreed that when the principal balance of the obligation secured hereby has been paid down to the sum of \$10,000.00 or less, the Beneficiaries, upon request of the Trustors, shall release from this Deed of Trust Lot 1 of Block 55, Town of Eureka, State of Nevada, which property is part of the property hereinabove described. At such time, the Beneficiaries agree to execute any releases, requests for reconveyances or other documents which may be necessary to release or reconvey said property and shall deliver

the same to the Trustee under this Deed of Trust, or any other persons to whom said documents should be delivered.

10. Said Trustors agree that the said Trustee, or its successors in interest, shall not incur any liability on account of any act done or omitted to be done, in good faith, under the provisions of this Deed of Trust, and that said Trustee shall be fully protected in acting upon any statement, report, order, notice, request, consent or other paper or document believed to be genuine and signed by the proper parties.

IN WITNESS WHEREOF, the said Trustors have executed these presents the day and year first above written.

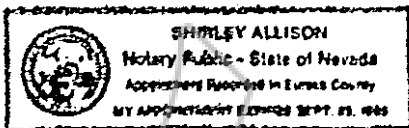
Mark T. Hoekenga II  
MARK T. HOEKENGA II

Marion H. Hoekenga  
MARION H. HOEKENGA

Alfred J. Hoekenga  
ALFRED J. HOEKENGA

STATE OF NEVADA        )  
                                  : SS.  
COUNTY OF                )

On this 5<sup>th</sup> day of May, 1982, personally appeared before me MARK T. HOEKENGA II, MARION H. HOEKENGA and ALFRED J. HOEKENGA, who acknowledged that they executed the above instrument.



Shirley Allison  
NOTARY PUBLIC

Joe Odell Tognini  
JOE ODELL TOGNINI

Jackie Lamont Tognini  
JACKIE LAMONT TOGNINI

Ruth Tognini  
RUTH TOGNINI

Jeanette Tognini  
JEANETTE TOGNINI

STATE OF )  
                  : SS.  
COUNTY OF )

On this 7<sup>th</sup> day of May, 1982, personally appeared before me JOE ODELL TOGNINI and RUTH TOGNINI, who acknowledged that they executed the above instrument.

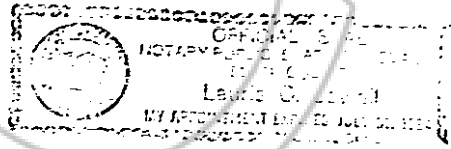


Linda L. Edmonds  
NOTARY PUBLIC

STATE OF Nevada )  
                  : SS.  
COUNTY OF Eiko )

On this 10<sup>th</sup> day of May, 1982, personally appeared before me JACKIE LAMONT TOGNINI and JEANETTE TOGNINI, who acknowledged that they executed the above instrument.

Laura Johnson  
NOTARY PUBLIC



RECORDED AT REQUEST OF  
Charter Title  
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RE-RECORDED AT REQUEST OF  
Charter Title  
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82 MAY 19 P 1: 26

82 MAY 26 AID: 28

OFFICIAL RECORDS  
EUREKA COUNTY, NEVADA  
WILLIS A. DEPAULI-RECORDER  
FILE NO. 84269  
FEE \$ 10.00

OFFICIAL RECORDS  
EUREKA COUNTY, NEVADA  
WILLIS A. DEPAULI-RECORDER  
FILE NO. 84284  
FEE \$ 10.00

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