

DEED OF TRUST

THIS DEED OF TRUST, made this 5th day of ^{July} March, 1984,
between LEONA ²⁴ ROWLEY, a single woman, of the County of
Eureka, State of Nevada, hereinafter called the trustor, and
WESTERN NEVADA TITLE COMPANY, a Nevada corporation, hereinafter
called the trustee, and SMITTEN OIL & TIRE COMPANY, INC., a
Nevada corporation, hereinafter called the beneficiary.

W I T N E S S E T H :

WHEREAS, the trustor is indebted to the beneficiaries in
the sum of ELEVEN THOUSAND FIVE HUNDRED (\$11,500.00) DOLLARS and
has agreed to pay the same, with interest thereon at the rate of
FOURTEEN PERCENT (14%) per annum, according to the terms of a
certain promissory note of even date herewith, executed and
delivered by the trustor to the beneficiary; and

WHEREAS, this Deed of Trust is intended to secure the
payment of said promissory note;

NOW, THEREFORE, the trustor, for the purpose of
securing the payment of the principal and interest of said
promissory note and the other amounts set forth therein, and
also of all other moneys herein agreed or provided to be paid by
the trustor, or which may be paid out or advanced by the
beneficiary, or the trustee, under the provisions of this
instrument, with the interest in each case, grant unto the
trustee, all of her undivided one-half (1/2) right, title and
interest in and to that certain lot, piece or parcel of land,
situate in the Town of Eureka, County of Eureka, State of
Nevada, more particularly bounded and described as follows, to

wit:

1 Lots 5, 6, 7, 8 and 9 in Block 30,
2 in the Town of Eureka, County of
3 Eureka, State of Nevada, as the same
4 more fully appears on the official
5 map thereof on file in the office
6 of the County Recorder in and for
7 Eureka County, Nevada.

8 TOGETHER WITH, all and singular, the waters and water
9 rights, ditches and ditch rights, tenements, hereditaments and
10 appurtenances thereunto belonging, or in anywise appertaining,
11 and the reversion and reversions, remainder and remainders,
12 rents, issues and profits thereof.

13 This Deed of Trust will be security for the payment,
14 in lawful money of the United States, of any and all moneys that
15 may hereafter become due and payable from the trustor to the
16 beneficiary, however evidenced.

17 The following covenants: Numbers 1, 2 \$ 11,500.00,
18 3, 4 (14%), 5, 6, 7 REASONABLE, 8 and 9 of Nevada Revised
19 Statutes, Section 107.030, relating to transfers in trust of
20 estates in real property, to secure the performance of an
21 obligation or the payment of a debt, and to provide that certain
22 covenants, agreements, obligations, rights and remedies
23 thereunder may be adopted by reference, and other matters
24 relating thereto, are hereby adopted and by reference thereto,
25 made a part of this Deed of Trust.

26 It is specifically understood and agreed that until
27 such time as the note secured by this Deed of Trust has been
28 paid in full, the trustor shall not remove any building or
29 improvement now on the premises, or which may hereafter be
30 erected on said premises. Trustor shall keep and maintain all
31 such improvements upon the premises in good repair and shall not
32 commit waste or permit impairment or deterioration of the
33 premises in any manner that will diminish the value thereof. To

1 assure compliance with this and other covenants contained
2 herein, the beneficiary may make, or cause to be made,
3 reasonable entries upon and inspection of the premises upon
4 reasonable prior notice to the trustor.

5 In addition to those costs, expenses and attorneys
6 fees provided for in covenant number 7, it is specifically
7 understood and agreed, that should it become necessary to
8 institute, maintain or defend any litigation in the enforcement
9 or foreclosure of this Deed of Trust, the trustor agrees to pay
10 all expenses that may be incurred thereby, including a
11 reasonable attorneys fee. The trustor further agrees that such
12 costs, expenses and attorneys fees shall be paid from the
13 proceeds of the foreclosure sale, if any such sale is made,
14 prior to any balance or surplus of such proceeds of sale being
15 paid to the trustor, her heirs, executors, administrators or
16 assigns.

17 IN WITNESS WHEREOF, the trustor has hereunto set her
18 hand the day and year first above written.

19
20 Leona W. Rowley
21 LEONA W. ROWLEY
22

22 STATE OF NEVADA)
23) ss.
24 County of Churchill)

24 On March 5th, 1984, personally appeared before me, a
25 notary public, LEONA W. ROWLEY, who acknowledged to me that she
26 executed the foregoing instrument.
27

28 RECORDED AT REQUEST OF
29 Diehl, Evans, & Associates
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28 Richard L. Sonza, Jr.
29 Notary Public

30 84 JUL 10 P 3: 40

Law Office
DIENL EVANS
& ASSOCIATES
A Professional
Corporation
222 S. MAIN
FALLON, NEVADA

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
H.N. REBALEATI, RECORDER
FILE NO. 93805
FFS 2.00

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