

DEED OF TRUST

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THIS DEED OF TRUST, made this 5<sup>th</sup> day of <sup>July</sup> ~~March~~, 1984,  
between LEONA <sup>22</sup> 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:

Law Offices  
DIEHL, EVANS  
& ASSOCIATES  
A Professional  
Corporation  
85 S. MAINE  
FALLON, NEVADA

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

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

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

The following covenants: Numbers 1, 2 \$ 11,700.<sup>00</sup>, 3, 4 (14%), 5, 6, 7 REASONABLE, 8 and 9 of Nevada Revised Statutes, Section 107.030, relating to transfers in trust of estates in real property, to secure the performance of an obligation or the payment of a debt, and to provide that certain covenants, agreements, obligations, rights and remedies thereunder may be adopted by reference, and other matters relating thereto, are hereby adopted and by reference thereto, made a part of this Deed of Trust.

It is specifically understood and agreed that until such time as the note secured by this Deed of Trust has been paid in full, the trustor shall not remove any building or improvement now on the premises, or which may hereafter be erected on said premises. Trustor shall keep and maintain all such improvements upon the premises in good repair and shall not commit waste or permit impairment or deterioration of the 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  
LEONA W. ROWLEY  
D. 11.

21  
22 STATE OF NEVADA )  
23 ) ss.  
County of Churchill )

24 On March 5<sup>th</sup>, 1984, personally appeared before me, a  
25 notary public, LEONA W. ROWLEY, who acknowledged to me that she  
26 executed the foregoing instrument.  
D. 11.

27  
28 RECORDED AT REQUEST OF  
Diehl, Evans, & Associates  
BOOK 124 PAGE 92

29 Ricki L. Gonzalez  
Notary Public

30 84 JUL 10 P 3: 40

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

OFFICIAL RECORDS  
EUREKA COUNTY, NEVADA  
H.N. NEVALEATI, RECORDER  
FILE NO. 93805  
FFS 7.00