

99318

DEED OF TRUST

THIS DEED OF TRUST, made this 30 day of June, 1985, by and between DAVID M. RUBIO and SALLY R. RUBIO, husband and wife, as Trustor, and FRONTIER TITLE COMPANY, as Trustee, and KENNETH TISSINO and ELEANOR TISSINO, husband and wife, 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.)

W I T N E S S E T H:

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:

TOWNSHIP 20 NORTH, RANGE 53 EAST, M.D.B. & M.

Section 29: Parcel No. 7 of Lots 9 and 10, as shown on Parcel Map and Record of Survey filed in the office of the Eureka County Recorder on August 29, 1979, as File No. 69399.

EXCEPTING THEREFROM all the oil and gas in said land as reserved by Patent from the United States of America, recorded March 21, 1966, in Book 10, Page 205, of Official Records, Eureka County, Nevada.

TOGETHER WITH Water Permit No. 35418 and all water rights appurtenant to the within described property.

TOGETHER WITH a one-third use of the well located on Lot 16, Section 29, Township 20 North, Range 53 East., M.D.B. & M. and thirty foot easement as conveyed in that certain Easement Deed dated February 12, 1980 between Byron L. Harris and Uva Harris as Grantors and Chester D. Hess and Colleen Hess as Grantees, recorded May 12, 1981, in Book 94, Page 426, as File No. 80343, Official Records, Eureka County, NV.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or 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.

...

LAW OFFICE
GARY D. FAIRMAN
PROFESSIONAL CORPORATION
771 WYCHWOOD BLVD., SUITE 100
ELY, NEVADA 89301
(703) 289-4432

1150-2891

1 Upon any such default, Beneficiary may at any time
2 without notice, either in person, by agent, or by a receiver to be
3 appointed by a court, and without regard to the adequacy of any
4 security for the indebtedness hereby secured, enter upon and take
5 possession of said property or any part thereof, in his own name
6 for or otherwise collect such rents, issues, and profits,
7 including those past due and unpaid, and apply the same, less
8 costs and expenses of operation and collection, including reason-
9 able attorney's fees, upon any indebtedness secured hereby, and in
10 such order as Beneficiary may determine. Should all or any part
11 of the property secured by this Deed of Trust be sold or conveyed,
12 then the note secured hereby shall become immediately due and
13 payable at the option of the Holder of said note.

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

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

21 As security for the payment of Fifty Thousand Dollars
22 (\$50,000.00) in lawful money of the United States of America,
23 with interest thereon in like money and with expenses and
24 counsel fees according to the terms of the Promissory Note or
25 Notes for said sum executed and delivered by the Trustor to the
26 Beneficiary; such additional amounts as may be hereafter loaned
27 by the Beneficiary or his successor to the Trustor or any of
28 them, or any successor in interest of the Trustor, with interest
29 thereon, and any other indebtedness or obligation of the Trustor
30 or any of them, and any present or future demands of any kind or
31 nature which the Beneficiary, or his successor, may have against
32 the Trustor or any of them, whether created directly or acquired
33 by assignment; whether absolute or contingent; whether due or
34 not, or whether otherwise secured or not, or whether existing
35 at the time of the execution of this instrument, or arising
36 thereafter; also as security for the payment and performance of
37 every obligation, covenant, promise or agreement herein or in
38 said note or notes contained.

39 Trustor grants to Beneficiary the right to record notice
40 that this Deed of Trust is security for additional amounts and
41 obligations not specifically mentioned herein but which constitute
42 indebtedness or obligations of the Trustor for which Beneficiary
43 may claim this Deed of Trust as security.

44 AND THIS INDENTURE FURTHER WITNESSETH:

45 FIRST: The Trustor promises and agrees to pay when due
46 all claims for labor performed and materials furnished for any
47 construction, alteration or repair upon the above-described
48 premises; to comply with all laws affecting said property or
49 relating to any alterations or improvements that may be made
50 thereon; not to commit, suffer or permit any acts upon said
51 property in violation of any law, covenant, condition or restric-
52 tion affecting said property.

53 SECOND: The Trustor promises to properly care for and
54 keep the property herein described in first-class condition, order
55 and repair; to care for, protect and repair all buildings and
56 improvements situate thereon; and otherwise to protect and pre-

1 serve the said premises and the improvements thereon and not to
2 commit or permit any waste or deterioration of said buildings and
3 improvements or of said premises. If the above described property
4 is farm land, Trustor agrees to farm, cultivate and irrigate said
5 premises in a proper, approved and husbandmanlike manner.

6 **THIRD:** The following covenants, Nos. 1, 2 (\$50,000.00
7 amount of insurance), 3, 4 (interest 10% per annum), 5, 6, 7
8 (counsel fees 15%) and 8 of N.R.S. 107.030, are hereby adopted
9 and made a part of this Deed of Trust.

10 **FOURTH:** Beneficiary may, from time to time, as provided
11 by statute, or by a writing, signed and acknowledged by him and
12 recorded in the office of the County Recorder of the County in
13 which said land or such part thereof as is then affected by this
14 Deed of Trust is situated, appoint another Trustee in place and
15 stead of Trustee herein named, and thereupon, the Trustee herein
16 named shall be discharged and Trustee so appointed shall be
17 substituted as Trustee hereunder with the same effect as if
18 originally named Trustee herein.

19 **FIFTH:** Trustor agrees to pay any deficiency arising
20 from any cause after application of the proceeds of the sale held
21 in accordance with the provisions of the covenants hereinabove
22 adopted by reference.

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

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

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

37 **NINTH:** In the event of a default in the performance or
38 payment under this Deed of Trust or the security for which this
39 Deed of Trust has been executed, any notice given under Section
40 107.080 N.R.S. shall be given by registered letter to the
41 Trustor(s) at the address herein, P.O. Box 241, Eureka, NV
42 87311.
43 and such notice shall be binding upon the Trustor(s), Assignee(s),
44 or Grantee(s) from the Trustor(s).

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

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

49 _____
50 *David M. Rubio*
51 DAVID M. RUBIO

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Sally R. Rubio
SALLY R. RUBIO

STATE OF New Mexico)
County of Santa Fe) ss.

On this 25th day of May, 1985, before me, a Notary Public, appeared DAVID M. RUBIO, known to me to be the person described in and who acknowledged that he executed the above instrument.

George W. Rogers
Notary Public

SEAL
Affirm

STATE OF New Mexico)
County of Santa Fe) ss.

On this 25th day of MAY, 1985, before me, a Notary Public, appeared SALLY R. RUBIO, known to me to be the person described in and who acknowledged that she executed the above instrument.

George W. Rogers
Notary Public

SEAL
Affirm

LAW OFFICES
GARY D. FAIRMAN
A PROFESSIONAL CORPORATION
737 AVENUE G, P. O. BOX 8
ELY, NEVADA 89301
(702) 289-4422

RECORDED AT REQUEST OF
Frontier Title Co.
BOOK 136 PAGE 198

35 JUN 3 10:54

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
M.H. REBALEATI, RECORDER
FILE NO. 99319
FEE \$ 2.00