

99352

DEED OF TRUST

THIS DEED OF TRUST, made this 21st day of May, 1985,
by and between EDWARD J. McCARGAR and SUSAN M. McCARGAR, husband
and wife, of 2211 So. 14th St., LaCrosse, Wisconsin 54601, as Grantors,
and FRONTIER TITLE COMPANY, as Trustee, and PAUL S. GARTNER, of
2211 So. 14th St., LaCrosse, Wisconsin 54601, as Beneficiary,

W I T N E S S E T H:

That said Grantors hereby grant, convey and confirm
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 29 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 35: E4SE4

EXCEPTING THEREFROM all petroleum, oil,
natural gas, and products derived therefrom,
within or underlying said land, or that may
be produced therefrom, as reserved in deed
from Southern Pacific Land Company, dated
January 17, 1950, recorded March 9, 1950, in
Book 24, Page 42, Deed Records, Eureka
County, Nevada.

FURTHER EXCEPTING THEREFROM an undivided one-
half interest in and to any and all other
mineral rights in said lands, as reserved in
deed from Oscar Rudnick, Sam Rudnick and
Filbert Etcheverry, a co-partnership, dba
Eureka Livestock Company, and Oscar Rudnick
and Sophie Rudnick, his wife, Sam Rudnick, a
single man, and Filbert Etcheverry and Norma
Etcheverry, his wife, dated April 25, 1956,
recorded February 1, 1960, in Book 25, Page
375, Deed Records, Eureka County, Nevada.

SUBJECT TO any and all exceptions, reserva-
tions, restrictions, restrictive covenants,
assessments, easements, rights, and rights of
way of record.

TOGETHER with all buildings and improvements
situate thereon.

TOGETHER with the tenements, hereditaments
and appurtenances thereunto belonging or in
anywise appertaining, and the reversion and
reversions, remainder and remainders, rents,
issues and profits thereof.

PUCCINELLI & PUCCINELLI
ATTORNEYS AT LAW
FIRST NATIONAL BANK BUILDING
ELKO, NEVADA 89601
(702) 738-7283

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9/13/85 - See Book 136, Page 207 for Title Return form

There is assigned to the Trustee as security all rents, issues and profits present and future, but which assignment Trustee agrees not to enforce so long as Grantors are not in default in the payment of any sum or performance of any act to be made or performed hereunder, but in the event of default, Grantors hereby give to and confer upon Beneficiary the right, power and authority to collect rents, issues and profits of said property or of any personal property located thereon, with or without taking possession of the property affected hereby, reserving to Grantors the right, prior to any default by Grantors in payment of any indebtedness secured hereby or in the performance of any agreement hereunder, to collect and retain such rents, issues and profits as they may accrue and become payable.

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

As security for the payment of (a) SIX THOUSAND AND NO/100 DOLLARS (\$6,000.00), lawful money of the United States of America, and with expenses and counsel fees according to the terms of the promissory note or notes for said sum executed and delivered by the Grantors to the Beneficiary: (b) such additional amounts as may be hereafter loaned by the Beneficiary or his successors to the Grantors, or any of them, or any successor in interest of the Grantors, with interest thereon, and any other indebtedness or obligation of the Grantors, and any present or future demands of any kind or nature which the Beneficiary, or his successors may have against the Grantors, or any of them, whether created directly or acquired by assignment; whether absolute or contingent; whether due or not, or whether otherwise secured or not, or whether existing at the time of the execution of this instrument, or arising thereafter; also as

security for the payment and performance of every obligation, covenant, promise or agreement herein or in said note or notes contained.

Grantors grant to Beneficiary the right to record notice that this Deed of Trust is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations of the Grantors for which Beneficiary may claim this Deed of Trust as security.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: The Grantors promise to properly care for and keep the property herein described in at least its present condition, order and repair; to care for, protect and repair all buildings and improvements situate thereon or which may hereafter be placed or constructed thereon; not to remove or demolish any buildings or other improvements situate thereon or hereafter placed or constructed thereon; and otherwise to protect and preserve the said premises and the improvements thereon and not to commit or permit any waste or deterioration of such buildings and improvements or of such premises.

SECOND: The following covenants, Nos. 1, 2 (insurable value of any buildings or improvements that may now or hereafter be situate thereon); 3, 4 (interest 0% per annum), 5, 6, 7 (reasonable), 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

THIRD: The rights and remedies hereby granted shall not exclude any other rights or remedies granted herein or by law, and all rights or remedies granted hereunder or permitted by law shall be concurrent and cumulative.

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

context permits.

FIFTH: 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 NRS shall be given by registered or certified letter to the Grantors at Lawrence & Lawrence, P.O. Box 140000, and such notice shall be binding upon the Grantors and all assignees or grantees from the Grantors.

SIXTH: It is expressly agreed that the trusts created hereby are irrevocable by the Grantors.

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

Edward J. McCargar
EDWARD J. MCCARGAR

Susan M. McCargar
SUSAN M. MCCARGAR

STATE OF NEVADA)
) ss.
COUNTY OF ELKO)

On May 30, 1985, personally appeared before me, a Notary Public, EDWARD J. MCCARGAR and SUSAN M. MCCARGAR, who acknowledged to me that they executed the foregoing instrument.

Pamela Jane Lusetti
NOTARY PUBLIC



RECORDED AT REQUEST OF
Frontier Title Co.
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35 JUN 4 10:39

OFFICIAL RECORDS
ELKO COUNTY, NEVADA
M.R. REBALEATI, RECORDER
FILE NO. 99352
FEE \$ 8.00

PUCCINELLI & PUCCINELLI
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