

THIS DEED OF TRUST, made this 10th day of July
A.D., 19 85, by and between Joseph Norman Rebaleati, Maxine Rebaleati, and Michael N. Rebaleati

As Trustor, and Frontier Title Company

a corporation duly organized and existing under and by virtue of the laws of the State of Nevada
As Trustee, and FIRST INTERSTATE BANK OF NEVADA, N.A., a corporation organized and existing under and by virtue of the laws of the United States of America, as Beneficiary. (It is distinctly understood that the word "Trustor" and the word "his" referring to the Trustor, 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 content.)

WITNESSETH: That said Trustor hereby grants, conveys and confirms unto said Trustee in trust with power sale, the following described real property situated in the Townsite of Eureka

County of Eureka State of Nevada, to-wit:

A portion of the Southwest $\frac{1}{4}$ of Section 13, Township 19 North, Range 53 East, MDR&M., which includes all of Lots 1, 2, 3, 4, 5, 6, 7, & 8 of Block 44, and all of Lots 2, 3, 4, 5, 6, 7, & 8 of Block 33, as appears on the Official Map or Plat Map of the Townsite of Eureka, on file in the Office of the County Recorder, Eureka County, Nevada.

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$35,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such additional sums as may hereafter be advanced for the account of Trustor or Assigns by Beneficiary with interest thereon.

Trustor grants 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 Trustor for which Beneficiary may claim this deed of trust as security.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: The Trustor promises to properly care for and keep the property herein described in first class condition, order and repair; to care for, protect and repair all buildings and improvements situated thereon; not to remove or demolish any buildings or other improvements situated 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 said buildings and improvements or of said premises.

SECOND: The following covenants, No. 1, 2 (\$ amount of insurance) 3, 4 (interest 1% per month) 5, 6, 7 (counsel fees 10%) and 8 of N.R.S. 107.030, are hereby adopted and made a part of this deed of trust.

THIRD: In the event of a deficiency after sale pursuant to the covenants incorporated herein, the Beneficiary has a right to claim and collect such deficiency out of other property not otherwise exempt of the Trustor, by suit or otherwise, together with costs incurred and a reasonable attorney's fee.

FOURTH: 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.

FIFTH: Trustor further agrees that the beneficiary may from time to time and for periods not exceeding one year, in behalf of the Trustor renew or extend any promissory note secured hereby and said renewal or extension, shall be conclusively deemed to have been made when so endorsed on said promissory note or notes by the beneficiary in behalf of the Trustor.

SIXTH: In the event of any tax or assessment on the interest under this deed of trust it will be deemed that such taxes or assessments are upon the interest of the trustor, who agrees to pay such taxes or assessments although the same may be assessed against the Beneficiary or trustee.

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

EIGHTH: 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 N.R.S. shall be given by Certified mail to the Trustor(s) addressed to:

P. O. Box 276 Ely, Nv. 89301

and such notice shall be binding upon the Trustor(s), assignee(s), or grantee(s) from the Trustor(s).

NINTH: It is expressly agreed that the trusts created hereby are irrevocable by the Trustor.

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

Joseph Norman Rebaleati
Joseph Norman Rebaleati

Maxine Rebaleati
Maxine Rebaleati

Michael N. Rebaleati
Michael N. Rebaleati

State of Nevada } 55.
County of EUREKA

On this 11th day of July in the year A.D. nineteen hundred and 85 before me, Shirley Allison a Notary Public in and for said Eureka County of Eureka personally appeared JOSEPH NORMAN REBALEATI, MAXINE REBALEATI, MICHAEL N. REBALEATI known to me to be the person, whose name subscribed to the within instrument, and acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal at my office in the said Eureka County of Eureka the day and year in this certificate first above written.

SHIRLEY ALLISON
Notary Public - State of Nevada
Appointment Recorded in Eureka County
MY APPOINTMENT EXPIRES SEPT. 29, 1985

Notary Public in and for the County of Eureka State of Nevada.
My Commission Expires September 29 1985

On this day of in the year A.D. nineteen hundred and before me, a Notary Public in and for said County of personally appeared known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal at my office in the said County of the day and year in this certificate first above written.

Notary Public in and for the County of State of Nevada.
My Commission Expires 19

Deed of Trust
and Assignment of Rent

Trustor: - TO -

Trustee: - FOR -

Beneficiary: FIRST INTERSTATE BANK OF NEVADA, N.A.

Filed for record at the request of FIRST INTERSTATE BANK OF NEVADA, N.A.

at Min. past o'clock M. in Vol. of Page and following, Records of County, Nevada.

By County Recorder. Deputy Recorder.

WHEN RECORDED MAIL TO Eureka OFFICE

FIRST INTERSTATE BANK OF NEVADA, N.A.

P. O. Box 325

Eureka, Nv. 89316 (Address of Office)

RECORDED AT REQUEST OF F.I.B. of Nevada BOOK 137 PAGE 195

85 JUL 11 A10:23

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
N.N. REBALEATI, RECORDER
FILE NO. 19780
FEE \$ 6.00

BOOK | 37 PAGE | 96