

102558

DEED OF TRUST
AND
ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made and entered into this 22nd day
of April, 1988, by and between DOMINEK J. PIERETTI, a
married man, dealing with his sole and separate property, as to
an undivided one-half (1/2) interest, and TOSCA/ SULLIVAN, a
married woman, dealing with her sole and separate property, as
to an undivided one-half (1/2) interest, hereinafter called
Trustors; FRONTIER TITLE COMPANY, hereinafter called Trustee; and
RAYMOND CORTA, also known as RAY CORTA, hereinafter called
Beneficiary;

W I T N E S S E T H:

THAT WHEREAS, the Trustors are indebted to the said
Beneficiary in the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00),
lawful money of the United States of America, and have agreed to
pay the same according to the terms of a certain Promissory Note
of even date herewith, made, executed and delivered by the said
Trustors to the said Beneficiary, which Note is in the words and
figures as follows, to-wit:

ES 14997-211

PROMISSORY NOTE

\$15,000.00

Elko, Nevada
_____, 198_

FOR VALUE RECEIVED, the undersigned promises and agrees to pay to the order of RAYMOND CORTA, also known as RAY CORTA, at Elko, Nevada, or wherever payment may be demanded by the holder hereof, the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00), together with interest thereon, at the rate of Twelve Percent (12%) per annum from _____, in the manner following:

In annual installments of \$4,161.15, including interest at the rate of 12% per annum, with the first of said payments to commence on the _____ day of _____, 198_, and a like sum on or before the _____ day of _____ of each and every year thereafter, with the full principal, together with the interest accrued, to be paid in full in three (3) years from the date hereof.

Said payments shall be applied first to accrued interest to date of payment and the balance to principal.

The makers may, at their option, increase the amount of said payments, or may make additional and further payments at any time during the life of this Note. If additional payments are made, they shall first be applied to accrued interest to date and the balance to principal. Additional payments shall be so identified by the maker and shall not accrue as a portion of the annual payments due as above set forth, nor relieve the maker of the obligation to make annual payments as set forth above.

The maker and endorsers waive demand, diligence, presentment, protest and notice of protest and nonpayment.

In the event of default in the payment of any sum due hereunder, according to the terms and tenor hereof, and if such default lasts for a period of thirty-five (35) days, the holder may, at his option, without notice, declare the entire amount of the principal and interest due and payable.

In case of default in the payment of, or if suit be commenced for the collection of any part of the principal or interest due hereunder, the undersigned promise and agree to pay a reasonable attorney fee incurred, together with all costs.

This Note is secured by a Deed of Trust of even date.

DOMINEK PIERETTI

TOSCA SULLIVAN
P. L.P.S.

LAW OFFICES
BILYEU AND MATTHEWS
CHARTERED
PROFESSIONAL CENTER
ELKO, NEVADA 89801

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NOW, THEREFORE, the said Trustors, for the purpose of securing the payment of said Promissory Note, and also the payment of all monies herein agreed or provided to be paid by the said Trustors, or which may be paid out, or advanced by the said Beneficiary or Trustee under the provisions of this instrument with interest, and further in consideration of the sum of ONE DOLLARS (\$1.00), lawful money of the United States of America, in hand paid by the said Trustee, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do hereby grant, bargain and sell unto the said Trustee, its successors and assigns, all that certain real property situate in the County of Eureka, State of Nevada, and more particularly described as follows:

TOWNSHIP 29 NORTH, RANGE 52 EAST, M.D.B.&M.

Section 16: E1/2SW1/4

TOGETHER WITH any and all buildings and improvements situate thereon.

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

TO HAVE AND TO HOLD said premises, together with the appurtenances unto the said Trustee, and to its successors and assigns, for the use and purposes therein mentioned.

Being in trust, nevertheless, for the benefit and security of the Beneficiary herein named, and the holder or holders of said Promissory Note secured hereby, as well as security for the repayment of all sums of money which may hereafter become

due and payable from the said Trustors to said Beneficiary, as well as security for the renewal or renewals of said Note, or the debt evidenced hereby.

The following covenants: One; Two; (\$15,000.00); Three; Four (12%); Five; Six; Seven (reasonable); Eight and Nine of Nevada Revised Statutes 107.030 are hereby adopted and made a part of this Deed of Trust.

The Trustors promise to properly care for and keep the property herein described in the same condition as the same now exists, subject to normal wear and tear, to care for, protect and repair all buildings and improvements situate, or to be constructed thereon, not to remove or demolish any buildings or other improvements situate thereon, and to otherwise protect and preserve the said premises and improvements thereon, and not to commit, or permit any waste or deterioration of said buildings and improvements, or of said premises, and to pay when due all claims for labor performed and materials furnished therefore.

This Deed of Trust shall also be security for such additional amounts as may be hereafter loaned by Beneficiary or his heirs, executors, administrators and assigns, to the Trustors, or any successor in interest of the Trustors, and any other indebtedness of the Trustors, and any present or future demands of any kind or nature which the Beneficiary or his heirs, executors, administrators and assigns may have against the Trustors, 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 contained.

As additional security hereunder, Trustors hereby assign to Beneficiary the rents, if any, of the property described herein provided that Trustors shall, prior to acceleration of the entire unpaid balance of the obligations as provided herein have the right to collect and retain such rents as they become due and payable.

Upon acceleration as provided by NRS 107.080 or abandonment of the property, Beneficiary, his agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the property and to collect the rents, including those past due. All rents collected by Beneficiary, as provided herein shall be applied first to payment of the costs to manage the property and collect the rent, including a reasonable attorneys fee, receiver's fees, premiums on receiver's bonds, and then to the sums secured by this Deed of Trust and Assignment of Rents. Beneficiary (and receiver) shall be liable to account only for those rents actually received.

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


Said Trustors, in consideration of the premises, do hereby covenant and agree, that neither the acceptance nor the

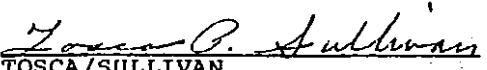
existence, now or hereafter, of other security for the indebtedness secured hereby, nor the release thereof, shall operate as a waiver of the security of this Deed of Trust, nor shall this Deed of Trust, nor its satisfaction, or a reconveyance made thereunder operate as a waiver of any such other security now held or hereafter acquired.

It is further covenanted and agreed that any breach in the performance of any of the covenants contained herein or adopted by reference, other than the payment of the Promissory Note for which this Deed of Trust is security, and which breach shall continue for a period of thirty-five (35) days after notice without being corrected or remedied, shall authorize the Beneficiary, at his option, to declare the entire amount of the unpaid principal and accrued interest immediately due and payable.

All covenants and agreements contained herein, or by reference made a part hereof, shall be binding upon the successors and assigns of the said Trustors, and this indenture shall not be modified in any respect by the amendment or repeal of any law which has been by reference made a part hereof.

IN WITNESS WHEREOF, the Trustors have hereunto set their hands as of the day and year first hereinabove written.

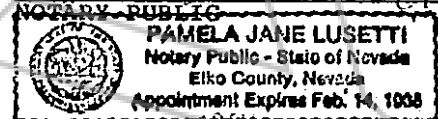

DOMINEK J. PIERETTI


TOSCA/SULLIVAN
P. 20.4.

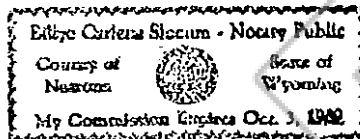
STATE OF NEVADA)
) SS.
COUNTY OF ELKO)

On this 23rd day of April, 1985, personally appeared before me, a Notary Public, DOMINEK J. PIERETTI, who acknowledged that he executed the foregoing instrument.

STATE OF Nevada)
) SS.
COUNTY OF Natrona)



On this 27th day of January, 1985, before me, a Notary Public, personally appeared TOSCA SULLIVAN, who acknowledged that she executed the foregoing instrument.



Billie Carlene Slocum
NOTARY PUBLIC

RECORDED AT REQUEST OF
Frontier Title Co.
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26 APR 25 AIO: 46

OFFICIAL RECORDS
ELKO COUNTY, NEVADA
H.R. RECALLING RECORDER
FILE NO. 102558
FEE \$ 11.00

LAW OFFICES
BILYEU AND MATTHEWS
CHARTERED
PROFESSIONAL CENTER
ELKO, NEVADA 89601