

## RECORDING REQUESTED BY

When Recorded Mail to  
**Nevada National Bank**  
 350 E. Front St.

Battle Mountain, NV 89820

Space Above this Line for Recorder's Use

## DEED OF TRUST &amp; ASSIGNMENT OF RENTS

THIS DEED OF TRUST, Made this 7th day of March, 1986 between

John N. Davis and Joanna Davis, husband and wife as joint tenants,

whose address is 165 W. Front St. Battle Mountain, Nevada 89820

herein called TRUSTOR, NEBACO, Inc., a Nevada corporation, herein called TRUSTEE, and NEVADA NATIONAL BANK, Battle Mtn., a National banking association, organized and existing under and by virtue of the laws of the State of Nevada, herein called BENEFICIARY. (It is distinctly understood that the word "Trustor" and the words "he", "his" or "him" 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 context.)

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with power of sale, that property in County, Nevada, described as: "A parcel of land located in the NE $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 26, and the NW $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 25, Township 33 North, Range 48 East, MDB&M. Eureka County, Nevada, more particularly described as follows:

Commencing at the Southeast Corner of said Section 26, thence North 4 $^{\circ}$  31' 30" West 4051.65 feet to Corner No. 1 the true point of beginning being on the northerly right-of-way of U.S. Highway 40,

Thence from a tangent bearing North 76 $^{\circ}$  55' 52" East, on a curve to the right, with a radius of 3112.00 feet, through a central angle of 7 $^{\circ}$  11' 34", for an arc length of 390.67 feet along the said northerly right-of-way of U.S. Highway 40 to corner No. 2,

Thence North 5 $^{\circ}$  52' 34" West 250.00 feet to Corner No. 3,

Thence South 80 $^{\circ}$  31' 39" West 421.78 feet to Corner No. 4,

Thence South 13 $^{\circ}$  04' 08" East 250.00 feet to Corner No. 1, the point of beginning; containing 2.289 acres more or less, as shown by the parcel map for JOHN W. MARVEL and WILBURTA S. MARVEL filed in the Office of Recorder, Eureka County, Nevada, on January 19, 1981 as File No. 78377."

**DUE-ON-SALE** Except as otherwise provided herein, in the event that Trustor, or any successor in interest to Trustor in the real property hereby encumbered shall sell, transfer or convey, or contract to sell, transfer or convey, such real property, or any portion thereof, or any interest therein, at the option of Beneficiary, the obligation secured by this deed of trust shall forthwith become due and payable although the time of maturity as expressed therein shall not have arrived. Consent to one such transaction shall not be deemed

TOGETHER WITH, all and singular the tenements, hereditaments, and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, royalties and payments arising or accruing by reason of any oil, gas or mineral lease thereof and installments of money payable pursuant to any agreement for sale of said property or any part thereof, SUBJECT, HOWEVER, to the right, power, and authority given to and conferred upon Beneficiary by paragraph (13) of the provisions incorporated herein by reference to collect and apply such rents, issues, profits, royalties, payments and installments of money as they become due and payable. It is specifically understood and agreed, without affecting the generality of the foregoing, that all gas, electric, heating, cooling, cooking, air-conditioning, refrigeration and plumbing appliances and equipment, which are now in or which may hereafter be attached to, or built-in in any building or improvement now or hereafter on said real property, shall be deemed fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned.

**FOR THE PURPOSE OF SECURING.** 1. Payment of the sum of \$ **\*\*ONE HUNDRED THIRTY FIVE THOUSAND AND 00/100\*** with interest thereon, according to the terms of a promissory note or notes of even date herewith, made by Trustor, payable to the order of the Beneficiary, and extensions or renewals thereof. 2. Payment of such additional sums with interest thereon as may hereafter be borrowed from the Beneficiary by the then record owner or owners of said property when evidenced by another Promissory note or notes. 3. Payment, with interest thereon, of any other present or future indebtedness or obligation of the Trustor (or of any successor in interest of the Trustor to said property) to the Beneficiary, whether created directly or acquired by assignment, whether absolute or contingent, whether due or not, whether otherwise secured or not or whether existing at the time of execution of this Deed of Trust, or arising thereafter, when evidenced by promissory notes stating that said notes are secured hereby. 4. Performance of each agreement of Trustor herein contained.

**TO PROTECT THE SECURITY OF THIS DEED OF TRUST,** TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the note or notes secured hereby, that he will observe and perform all provisions; that the note and other obligations therein referred to shall be deemed to mean the obligations secured by this Deed of Trust; that the property herein referred to shall be deemed to mean the property affected by this Deed of Trust; that the terms "Trustor", "Beneficiary", and "Trustee", as used therein shall be deemed to mean the Trustor, Beneficiary, and Trustee, respectively, under this Deed of Trust; and Trustor acknowledges that he has read the copy of said provision (1) to (17), inclusive, set forth on the reverse and understands the same.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address herein-before set forth.

STATE OF NEVADA

COUNTY OF Lander

ss.

On this 7th day of March, 19 86,

personally appeared before me, a Notary Public,

John N. and Joanna Davis

who acknowledged

that he executed the above instrument.

Beverly J. Martin  
 NOTARY PUBLIC  
 BEVERLY J. MARTIN  
 Notary Public - State of Nevada  
 Appointment Recorded In Lander County  
 MY APPOINTMENT EXPIRES SEP 1 1989

SIGNATURE OF TRUSTOR

John N. Davis

Joanna Davis

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ADDENDUM TO DEED OF TRUST:  
Con't.

to be a waiver of the right to require consent to future or successive transactions.

(INITIALS) JD . JD .

OFFICIAL RECORDS  
LANDER CO. NEV  
RECORD REQUESTED BY

*Nevada National Bank*

86 MAR 11 P 1:34

132032

RAYE K. FAGG  
RECORDER

FEE 7<sup>00</sup> DEP. 9

RECORDED AT REQUEST OF  
*Frontier Title Co.*  
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86 MAY 1 11:42

OFFICIAL RECORDS  
EUREKA COUNTY, NEVADA  
M.N. REALEATH RECORDER  
FILE NO. 102572  
FEE \$ 7.00