

106415

DEED OF TRUST

THIS DEED OF TRUST, made this 1 day of December, 1986, by and between BENJAMIN PASCOE and DEBRAH PASCOE, husband and wife, as Trustor, and FRONTIER TITLE COMPANY, as Trustee, and JUNE DALY, an unmarried person, 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 White Pine, State of Nevada, to-wit:

S.D. D.
D.D.P.

ALL OF LOTS 2, 3, 4, 5 AND 6
~~All of Lots 2, 3 and 4~~ in Block 60, as the same are delineated and described on the Official Map or Plat of the Townsite of Eureka, on file in the Office of the County Recorder of Eureka County, at Eureka, Nevada.

Together with all buildings and improvements thereon situate.

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.

Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

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

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

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

3 As security for the payment of Thirty Thousand Dollars
4 (\$30,000.00) in lawful money of the United States of America, with
5 interest thereon in like money and with expenses and counsel fees
6 according to the terms of the Promissory Note or Notes for said
7 sum executed and delivered by the Trustor to the Beneficiary;
8 such additional amounts as may be hereafter loaned by the
9 Beneficiary or his successor to the Trustor or any of them, or any
10 successor in interest of the Trustor, with interest thereon, and
11 any other indebtedness or obligation of the Trustor or any of
12 them, and any present or future demands of any kind or nature
13 which the Beneficiary, or his successor, may have against the
14 Trustor or any of them, whether created directly or acquired by
15 assignment; whether absolute or contingent; whether due or not,
16 or whether otherwise secured or not, or whether existing at the
17 time of the execution of this instrument, or arising thereafter;
18 also as security for the payment and performance of every
19 obligation, covenant, promise or agreement herein or in said note
20 or notes contained.

21 Trustor grants to Beneficiary the right to record notice
22 that this Deed of Trust is security for additional amounts and
23 obligations not specifically mentioned herein but which constitute
24 indebtedness or obligations of the Trustor for which Beneficiary
25 may claim this Deed of Trust as security.

26 AND THIS INDENTURE FURTHER WITNESSETH:

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

SECOND: 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 situate thereon; and otherwise to protect and pre-
serve 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. If the above described property
is farm land, Trustor agrees to farm, cultivate and irrigate said
premises in a proper, approved and husbandmanlike manner.

THIRD: The following covenants, Nos. 1, 2 (\$30,000.00
amount of insurance), 3, 4 (interest 9% per annum), 5, 6, 7
(counsel fees 15%) and 8 of N.R.S. 107.030, are hereby adopted and
made a part of this Deed of Trust.

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

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1 FIFTH: Trustor agrees to pay any deficiency arising
2 from any cause after application of the proceeds of the sale held
3 in accordance with the provisions of the covenants hereinabove
4 adopted by reference.

5 SIXTH: The rights and remedies hereby granted shall not
6 exclude any other rights or remedies granted by law, and all
7 rights and remedies granted hereunder or permitted by law shall be
8 concurrent and cumulative. A violation of any of the covenants
9 herein expressly set forth shall have the same effect as the
10 violation of any covenant herein adopted by reference.

11 SEVENTH: In the event of any tax or assessment on the
12 interest under this Deed of Trust it will be deemed that such
13 taxes or assessments are upon the interest of the Trustor, who
14 agrees to pay such taxes or assessments although the same may be
15 assessed against the Beneficiary or Trustee.

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

19 NINTH: In the event of a default in the performance or
20 payment under this Deed of Trust or the security for which this
21 Deed of Trust has been executed, any notice given under Section
22 107.080 N.R.S. shall be given by registered letter to the
23 Trustor(s) at the address herein, _____

24 and such notice shall be binding upon the Trustor(s), Assignee(s),
25 or Grantee(s) from the Trustor(s).

26 TENTH: It is expressly agreed that the trusts created
27 hereby are irrevocable by the Trustor.

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

30 Benjamin Pascoe
31 BENJAMIN PASCOE

32 Debrah Pascoe
DEBRAH PASCOE

33 STATE OF NEVADA,)
34 County of Eureka) ss.

35 On this 3rd day of December, 1986, before me, a
36 Notary Public, appeared BENJAMIN PASCOE and DEBRAH PASCOE,
37 husband and wife, known to me to be the persons described in and
38 who acknowledged that they executed the above instrument.
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GLADY GOICOECHEA
Notary Public State of Nevada
Eureka County Nevada
My appointment expires Oct 28 1990

Gladys Goicoechea
Notary Public
and last-

LAW OFFICES
GARY D. FAIRMAN
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RECORDED AT REQUEST OF
Juni Daly
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OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
H.H. REBALEATI, RECORDER
FILE NO. 106415
FEE \$ 8.00

COPY

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