

Order No. \_\_\_\_\_

Escrow No. 411662-SH

When Recorded Mail To: \_\_\_\_\_

RECORDED AT REQUEST OF  
EUREKA COUNTY RECORDER  
ON REBATE WITH INTEREST  
FILE NO. 107514  
FEE \$ 5.00  
7 FEB 27 P 1:32

107514

Space above line for recording use

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made 28th day of January, 1987

EILEEN B. WALTER, a married woman

TRUSTOR,

whose address is D. V. Route, Box 1-A, Eureka, Nevada 89316  
(Number and Street) (City) (State)

TRUSTEE, and

FIRST AMERICAN TITLE COMPANY OF NEVADA, a Nevada corporation,

M. VAN VLIET & SONS, INC., a California corporation, as to an undivided 2/3  
interest; and DAVID SHARROW and GLORIA E. SHARROW, husband and wife, as Joint Tenants, as to an undivided 1/3 interest in the

BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the

, County of Eureka, State of NEVADA described as:  
Parcel No. 1, as shown on that certain Parcel Map for M. Van Vliet & Sons, Inc., filed April 20, 1984, as Fiel No. 93083, located in a portion of Section 28, Township 20 North, Range 53 East, M. D. B. & M.

EXCEPTING THEREFROM all oil and gas lying in and under said land as reserved by the United States of America in Patent recorded December 30, 1965, in Book 9 of Official Records, at Page 422, Eureka County, Nevada.

FURTHER EXCEPTING THEREFROM 1/2 of all mineral rights and all oil and gas lying in and under said land as reserved by Edwin C. Bishop and Leta B. Bishop, in deed recorded August 23, 1978, in Book 65 of Official Records, at Page 317, Eureka County, Nevada.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of the sum of \$100,000.00 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; and (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious Deed of Trust recorded in the office of each County Recorder in the State of Nevada on January 30, 1987, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	DOC. NO.	COUNTY	BOOK	PAGE	DOC. NO.
Churchill	38 Mortgages	303	115384	Lincoln	37 Off. Rec.	341	46802
Clark	880 Off. Rec.		682747	Lyon	11 Off. Rec.	128	100661
Douglas	67 Off. Rec.	110	40080	Mineral	105 Off. Rec.	107	88073
Elko	3-X Deeds	062	38747	Nye	72 Off. Rec.	832	04823
Esmeralda	22 Off. Rec.	100	38922	Ormsby	11 Off. Rec.	249	32607
Eureka	20 Off. Rec.	130	48041	Pershing	18 Mortgages	206	31504
Humboldt	24 Off. Rec.	124	131076	Storey	300 Off. Rec.	513	107190
Lander	24 Off. Rec.	100	60782	Washoe	295 R. R. Records	258	
				White Pine			

(shall) inure to and bind the parties hereto, with respect to the property above described, said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address above set forth.

STATE OF NEVADA )

Signature of Trustor

County of ELYA EUREKA ) ss.

Eileen B. Walter  
Eileen B. Walter

On FEBRUARY 17, 1987

personally appeared before me, a Notary Public,

Eileen B. Walter

who acknowledged that she executed the above instrument.

Linda L. Brown



LINDA L. BROWN  
Notary Public - State of Nevada  
Eureka County Nevada  
Commission Expires June 9, 1990

BOOK 155 PAGE 168

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