

112210

DEED OF TRUST

THIS DEED OF TRUST, made this 23<sup>rd</sup> day of Feb., 1987, by and between TRINA MARSHALL, an unmarried woman, hereinafter called "Grantor," and FRONTIER TITLE COMPANY, as Trustee, and ARTHUR SCHWARTZBERG, an unmarried man, hereinafter called "Beneficiary," it being specifically understood that any and all references to the words "Grantor" and "Beneficiary" shall include the masculine, feminine, and neuter genders, and singular and plural, as indicated by the context and number of parties hereto;

W I T N E S S E T H:

That Grantor hereby grants, transfers, and assigns to the Trustee in trust, with power of sale, all of the following described real property situate in the County of Eureka, State of Nevada, more particularly described as follows, to-wit:

See Exhibit "A" attached hereto and incorporated herein.

SUBJECT TO any and all exceptions, reservations, restrictions, restrictive covenants, assessments, easements, rights, and rights of way of record.

TOGETHER WITH all buildings and improvements situate thereon.

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

TO HAVE AND TO HOLD the same unto said Trustee and its successors, in trust, to secure the performance of the following obligations, and payment of the following debts:

ONE: Payment of an indebtedness evidenced by a certain Promissory Note of even date hereof in the principal amount of FIVE THOUSAND FIVE HUNDRED DOLLARS (\$5,500.00), with interest thereon, expenses, attorney fees and other payments therein provided, executed and delivered by the Grantor payable to the Beneficiary or order, and any and all extensions or renewals thereof.

TWO: Payment of such additional amounts as may be hereafter loaned by the Beneficiary to the Grantor, or any successor in interest of the Grantor, with interest thereon, expenses, attorney fees and other payments therein provided, executed and delivered by the Grantor payable to the Beneficiary or order, and any and all extensions or renewals thereof.

THREE: Payment of all other sums with interest thereon becoming due or payable under the provisions hereof to either Trustee or Beneficiary.

FOUR: Payment, performance and discharge of each and every obligation, covenant, promise, and agreement of Grantor herein or in said Note contained, and of all renewals, extensions, revisions and amendments of the above-described Note and any other indebtedness or obligation secured hereby.

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*See Book 308 page 248 Sub. Trustee - Conveyance*

To protect the security of this Deed of Trust, it is agreed as follows:

1. The Beneficiary has the right to record notice that this Deed of Trust is security for the additional amounts and obligations not specifically mentioned herein, but which constitute indebtedness of obligations of the Grantor for which the Beneficiary may claim this Deed of Trust as security.

2. The Grantor shall keep the property herein described in good condition, order and repair; shall not remove or demolish any buildings, fixtures, improvements, or landscaping thereon or hereafter placed or constructed thereon; shall not commit or permit any waste or deterioration of the land, buildings, and improvements; and shall not do nor permit to be done anything which shall impair, lessen, diminish or deplete the security hereby given.

✓ 3. The following covenants, Nos. 1; 2 (\$~~500~~ /A); 3; 4 (10%); 5; 6; 7 (reasonable); 8; and 9 of N.R.S. 107.030 are hereby adopted and made a part of this Deed of Trust. In connection with Covenant No. 6, it shall be deemed to include and apply to all conditions, covenants, and agreements contained herein in addition to those adopted by reference, and to any and all defaults or deficiencies in the performance of this Deed of Trust.

4. All payments secured hereby shall be paid in lawful money of the United States of America.

5. The Beneficiary and any persons authorized by the Beneficiary shall have the right to enter upon and inspect the premises at all reasonable times.

✓ 6. If default be made in the performance of payment of the obligation, note or debt secured hereby, or in the performance of any of the terms, conditions, and covenants of the Deed of Trust, or the payment of any sum or obligation to be paid hereunder, or upon the occurrence of any act or event of default hereunder, and such default is not cured within thirty-five (35) days after written notice of default and of election to sell said property given in the manner provided by N.R.S. 107.080 as in effect on the date of this Deed of Trust, Beneficiary may declare all notes, debts, and sums secured hereby or payable hereunder immediately due and payable although the date of maturity has not yet arrived.

7. In case of condemnation of the property subject hereto, or any part thereof, by paramount authority, all of any condemnation award to which the Grantor shall be entitled, less costs and expenses of litigation, is hereby assigned by the Grantor to the Beneficiary, to the extent the Beneficiary is entitled thereto, who is hereby authorized to receive and receipt for the same, and apply such proceeds as received toward the payment of the indebtedness hereby secured, whether due or not.

8. The Promissory Note secured by this Deed of Trust is made a part hereof as if fully herein set out.

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

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10. All the provisions of this instrument shall inure to and bind the heirs, legal representatives, successors, and assigns of each party hereto respectively as the context permits. All obligations of each Grantor hereunder shall be joint and several.

11. Any notice given to Grantor under Section 107.080 of N.R.S. in connection with this Deed of Trust shall be given by registered or certified letter to the Grantor addressed to the address set forth near the signature on this Deed of Trust, or at such substitute address as Grantor may direct in writing to Beneficiary and such notice shall be binding upon the Grantor and all assignees or grantees of the Grantor.

12. In the event the Grantor herein shall elect to sell, convey, exchange, or otherwise transfer the real property described in this Deed of Trust which secures the payment of the Promissory Note of even date prior to the date of maturity, the entire unpaid balance plus accrued interest shall become due and payable on the date of such sale.

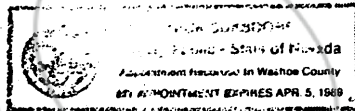
13. It is expressly agreed that the trusts created hereby are irrevocable by the Grantor.

IN WITNESS WHEREOF, the Grantor has executed these presents the day and year first hereinabove written.

*Trina Marshall*  
TRINA MARSHALL  
ADDRESS: 2070 Clearacre Lane  
Reno, Nevada 89512

STATE OF NEVADA )  
COUNTY OF Washoe ) ss.

On this 14<sup>th</sup> day of September, 1987, personally appeared before me, a Notary Public, TRINA MARSHALL, who acknowledged to me that she executed the foregoing instrument.



*[Signature]*  
NOTARY PUBLIC



EXHIBIT "A"

All that certain real property situate in the County of Eureka, State of Nevada, more particularly described as follows:

All of Lot Eighteen (18), in Block Seven (7); also the part of Lot Nineteen (19), in Block Seven (7), which is described as follows:

Beginning at the NW Corner of Lot Nineteen (19),

Thence N. 80 Degrees 39 Minutes E. along the North side line of Lot Nineteen (19) to the NE Corner of Lot Nineteen (19),

Thence S. 9 Degrees 21 Minutes E. along the East end line of Lot Nineteen (19), a distance of 14.85 feet,

Thence S. 80 Degrees 39 Minutes W., parallel with the North side line of Lot Nineteen (19) to a point on the West end line of Lot Nineteen (19),

Thence N. 9 Degrees 21 Minutes W., along the West end line of Lot Nineteen (19), a distance of 14.85 feet to the NW Corner of Lot Nineteen (19), the place of beginning, in the Town of Eureka, County of Eureka, State of Nevada, as the same more fully appear from the Official Map now on file in the office of the County Recorder, Eureka County, Nevada.

EXCEPTING THEREFROM all uranium, thorium or any other materials which is or may be determined to be peculiarly essential to the production of fissionable materials in and under said land reserved by the United States of America, in Patent recorded December 19, 1947, in Book 23, Page 226, Deed Records, Eureka County, Nevada.

RECORDED AT THE REQUEST OF  
Frontier Title Co.  
BOOK 164 page 395

'87 SEP 25 P2:13

CLERK OF COUNTY RECORDS  
EUREKA COUNTY, NEVADA  
M.N. REC. - LEAD. / RECORDS  
FILE NO. 112210  
FEE \$ 8.00

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