

115933

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 27<sup>th</sup> day of JANUARY, 1988, by and between LEE ARLENE RAINE, whose address is: 10234 Knob Hill Avenue, Eureka, Nevada 89316, herein called "TRUSTOR", and FOUNDERS TITLE COMPANY OF NEVADA, a Nevada Corporation, herein called "TRUSTEE", and ROBERT FRANKLIN RAINE, herein called "BENEFICIARY",

W I T N E S S E T H:

Trustor does hereby irrevocably grant, bargain, sell, transfer and assign to Trustee in trust, with power of sale, that certain real property situate in the County of Eureka, State of Nevada, that is described as follows:

Lot 2 of Block 22 as the same is delineated and described on the official plat or map of the Townsite of Eureka, approved by the United States General Land Office on November 19, 1937, on file in the office of the County Recorder, Eureka County, Nevada.

Lots 4 and 5 in Block 15, together with the warehouse and other improvements situate thereon.

Lots 3 and 4 in Block 22, together with the store building situate thereon.

TOGETHER WITH all the improvements now or hereafter erected on the property, easements, rights, appurtenances, rents, royalties, minerals, oil and gas rights, profits, water, water rights and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust, and the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, subject however, to the rights, 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) The payment of the sum of \$206,000.00 with interest thereon according to the terms of the Promissory Note of even date herewith made by Trustor, payable to the order of Beneficiary, and all extensions or renewals thereof; (2) The performance of each agreement of Trustor incorporated herein by reference or contained herein; and (3) The payment of additional sums and interest thereon which may hereafter be loaned to Trustor or to its successors and 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, covenants and conditions set forth in that fictitious master form deed of trust recorded in the office of the County Recorder of Eureka County, Nevada, on March 27, 1978, in Book 63, Page 129, Official Records, as Document No. 64780, the contents of which are incorporated herewith as if set forth in full, and marked "Exhibit A", and attached hereto, although not recorded herewith; and further adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in said fictitious master form deed of trust which has been recorded pursuant to NRS 111.353 (1977). The terms of said master form deed of trust herein referenced shall inure to and bind the parties hereto by reference thereto, and are incorporated herein as if set forth in full. Beneficiary may charge a reasonable sum for any statement regarding the obligations secured hereby and further charge a reasonable sum for each

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change in the parties making the payments secured hereby. Any notices under this Deed of Trust shall be mailed to Trustor at the address hereinabove.

In the event that Trustor shall sell, contract to sell or convey the parcel of land encumbered by this Deed of Trust, or any part thereof, or any interest therein, the balance of principal and interest that shall then remain unpaid on 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.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first hereinabove written.

"TRUSTOR"

Lee Arlene Raine  
LEE ARLENE RAINE

STATE OF NEVADA

County of Esmeralda

) ss.

On this 20th day of January, 1988, personally appeared before me, a Notary Public, LEE ARLENE RAINE, known to me to be the person described in and who acknowledged that she executed the foregoing instrument.

John Shingle  
Notary Public



RECORDED AT THE REQUEST OF  
Lee Raine  
BOOK 172 PAGE 065

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OFFICE OF RECORDS  
ESMERALDA COUNTY, NEVADA  
M.M. RECORDED & INDEXED  
FILE NO. 115933  
FEE \$ 6.00

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