

See BK 196, P. 341 for Copy Trustee + Head of Recordance

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PUCINELLI & PUCINELLI
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
817 FIRST INTERSTATE BANK BUILDING
P. O. BOX 830
ELCO, NEVADA 89501
(702) 798-7292

TOGETHER WITH all and singular the tenements hereditaments and appurtenances remaining thereon and reversions, remainder and reversion and reversions, remainder and re-

TOGETHER WITH all improvements now thereon or thereon or affixed in any way thereto which may hereafter be placed or constructed thereon or affixed in any way thereto.

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

page 422, Eureka County, Nevada. 30, 1965, in Book 9 of Official Records at STATES OF AMERICA in Patent recorded December and under said land as reserved by the UNITED EXCEPTING THEREFROM all oil and gas lying in

Range 53 East, M.D.B.M. April 20, 1984, as file No. 93083, located in a portion of Section 28, Township 20 North, PARCEL NO. 2 as shown on that certain Parcel Map for M. VAN ALIET & SONS, INC., filed

Nevada, to-wit:

described real property situate in the County of Eureka, State of into said Trustee in trust with power of sale, the following That said Grantors hereby grant, convey, and confirm

M I T N E S S E T H :

County, California, as Beneficiary, VAN ALIET BROS., INC., a California corporation, of San Joaquin and FIRST AMERICAN TITLE COMPANY OF NEVADA, as Trustee, and VAN and wife, of the County of Eureka, State of Nevada, as Grantors, 1988, by and between NORBERT WALTER and EILEEN WALTER, husband

THIS DEED OF TRUST, made this 5th day of March, April

DEED OF TRUST

117740

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There is assigned to the Trustee as security all rents, issues and profits, present and future, but which assignment Trustee agrees not to enforce so long as Grantors are not in default in the payment of any sum or performance of any act to be made or performed hereunder, but in the event of default, Grantors hereby give to and confer upon Beneficiary the right, power, and authority to collect rents, issues, and profits of said property or of any personal property located thereon, with or without taking possession of the property affected hereby, reserving to Grantors the right, prior to any default by Grantors in payment of any indebtedness secured hereby or in the performance of any agreement hereunder, to collect and retain such rents, issues, and profits as they may accrue and become payable. PROVIDED Grantors are not in default in any manner under the terms and provisions of the Promissory Note secured hereby and are in compliance with all County and State Agencies, Grantors shall be entitled, and Beneficiary shall deliver to Grantors, partial releases of the above-described property on a prorata basis as follows: The unpaid balance of the Promissory Note secured hereby at the time the release is requested shall be divided by the total number of acres then encumbered by this Deed of Trust to establish the per acre amount for each such partial

maintainers, rents, issues, and profits thereof, and also all of the estate, right, title and interest, homestead or other claim or demand, in law as well as in equity, which the said Grantors now have or may hereafter acquire of, in, or to the said premises or any part thereof, with the appurtenances.

release.

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

As security for the payment of (a) FIFTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$15,500.00) lawful money of the United States of America, with interest thereon in like lawful money, and with expenses and counsel fees according to the terms of the Promissory Note or Notes for said sum executed and delivered by the Grantors to the Beneficiary: (b) such additional amounts as may be hereafter loaned by the Beneficiary or its successors to the Grantors, or any of them, or any successor in interest of the Grantors, with interest thereon, and any other indebtedness or obligation of the Grantors, and any present or future demands of any kind or nature which the Beneficiary, or its successors may have against the Grantors, or any of them, whether created directly or acquired by assignment; whether absolute or contingent; whether due or not, or whether otherwise secured or not, or whether existing at the time of the execution of this instrument, or arising thereafter; also as security for the payment and performance of every obligation, covenant, promise or agreement herein or in said note or notes contained. Grantors grant to Beneficiary the right to record notice that this Deed of Trust is security for additional amounts and obligations not specifically mentioned herein, but which constitute indebtedness or obligations of the Grantors for which Beneficiary may claim this Deed of Trust as security.

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AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: The Grantors promise to properly care for and keep the property herein described in at least its present condition, order, and repair; to care for, protect, and repair all buildings and improvements situate thereon or which may hereafter be placed or constructed thereon; not to remove or demolish any buildings or other improvements situate thereon or hereafter placed or constructed thereon; and otherwise to protect and preserve the said premises and the improvements thereon, and not to commit or permit any waste or deterioration of such buildings and improvements or of such premises.

SECOND: The following covenants, Nos. 1, 2 (insurable value of any buildings or improvements that may now or hereafter be situate thereon); 3, 4 (interest 10% per annum), 5, 6, 7 (reasonable), 8, and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

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

FOURTH: All the provisions of this instrument shall inure to, apply to, and bind the heirs, legal representatives, successors, and assigns of each party hereto respectively as the context permits.

FIFTH: In the event of a default in the performance or payment under this Deed of Trust or the security for which this

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