

See B.K. 205, Pg. 078 for Ass Grant  
" " 177, Pg. 286 for Ass.  
See B.K. 210, Pg. 457 for Full Remission

118491

DEED OF TRUST

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THIS DEED OF TRUST, made this 14TH day of APRIL,  
1988, by and between WILLIAM R. HULL and SHARON L. HULL  
his wife, of P.O. BOX 181, EUREKA, NEVADA as Grantor, and  
FRONTIER TITLE CO. as Trustee, and MARK W. GRASSO and  
ANTHONY M. GRASSO, his brother, as joint tenants with right of  
survivorship and not as tenants in common, of Post Office Box 112,  
Eureka, Nevada, 89316, Beneficiary,

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:

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

Lot 1 of Lot 3 as shown on that certain  
Parcel Map and Record of Survey for MARK  
GRASSO, filed in the office of the County  
Recorder of Eureka County, Nevada, on November  
21, 1983 as File No. 90998 located in a  
portion of the E of Section 17, Township  
20 North, Range 53 East, M.D.M.

EXCEPTING THEREFROM all the oil and gas in  
and under said land, reserved by the United  
States of America in Patent, recorded April  
15, 1966, in Book 10, Page 331, Official  
Records, Eureka County, Nevada.

Together with all buildings and improvements  
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

1 successors, in trust, to secure the performance of the following  
2 obligations, and payment of the following debts:  
3 ONE: Payment of an indebtedness evidenced by a certain  
4 Promissory Note dated April 14, 1988, in the principal  
5 amount of \$10,900.00 with the interest thereon, expenses, attorney  
6 fees and other payments therein provided, executed and delivered  
7 by the Grantor payable to the Beneficiary or order, and any and  
8 all extensions or renewals thereof.

9 TWO: Payment of such additional amounts as may be  
10 hereafter loaned by the Beneficiary to the Grantor or any successor  
11 in interest of the grantor, with interest thereon, expenses and  
12 attorney fees, and any other indebtedness or obligation of the  
13 Grantor to the Beneficiary.

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

17 FOUR: Payment, performance and discharge of each and  
18 every obligation, covenant, promise and agreement of Grantor  
19 herein or in said note contained and of all renewals, extensions,  
20 revisions and amendments of the above described notes and any  
21 other indebtedness or obligation secured hereby.

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

24 1. the beneficiary has the right to record notice that  
25 this Deed of Trust is security for additional amounts and  
26 obligations not specifically mentioned herein but which constitute  
27 indebtedness or obligations of the Grantor for which the  
28 Beneficiary may claim this Deed of Trust as security.

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

9           3. The following covenants, Nos. 1; 2(\_\_\_\_);  
10 3; 4(12); 5; 6; 7(reasonable); 8; and 9 of N.R.S. 107.030 are  
11 hereby adopted and made a part of this Deed of Trust. In  
12 connection with Covenant No. 6, it shall be deemed to include and  
13 apply to all conditions, covenants and agreements contained herein  
14 in addition to those adopted by reference, and to any and all  
15 defaults or deficiencies in the performance of this Deed of  
16 Trust.

17           4. All payments secured hereby shall be paid in law-  
18 ful money of the United States of America.

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

22           6. In case of condemnation of the property subject  
23 hereto, or any part thereof, by paramount authority, all of any  
24 condemnation award to which the Grantor shall be entitled less  
25 costs and expenses of litigation, is hereby assigned by the  
26 Grantor to the Beneficiary, who is hereby authorized to receive  
27 and receipt for the same and apply such proceeds as received,  
28 toward the payment of the indebtedness hereby secured, whether

1 due or not.

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

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

16           9. The commencement of any proceeding under the  
17 bankruptcy or insolvency laws by or against the Grantor or the  
18 maker of the Note secured hereby; or the appointment of receiver  
19 for any of the assets of the Grantor hereof or the maker of the  
20 note secured hereby, or the making by the Grantor or the maker of  
21 the Note secured hereby of a general assignment for the benefit  
22 of creditors, shall constitute a default under this Deed of Trust.

23           10. The rights and remedies herein granted shall not  
24 exclude any other rights or remedies granted by law, and all  
25 rights or remedies granted hereunder or permitted by law shall be  
26 concurrent and cumulative.

27           11. All the provisions of this instrument shall inure  
28 to and bind the heirs, legal representatives, successors and

1 assigns of each party hereto respectively as the context permits.  
2 All obligations of each Grantor hereunder shall be joint and  
3 several. The word "Grantor" and any reference thereto shall  
4 include the masculine, feminine and neuter genders and the  
5 singular and plural, as indicated by the context and number of  
6 parties hereto.

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

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

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

18  
19 GRANTOR:

20  
21 William R. Hull  
22 WILLIAM R. HULL

23 Sharon L. Hull  
24 SHARON L. HULL

BENEFICIARY:

25 Mark W. Grasso  
26 MARK W. GRASSO

27 Anthony M. Grasso  
28 ANTHONY M. GRASSO

25 GRANTORS ADDRESS:

26 P.O. Box 181  
27 Eureka, Nevada 89316

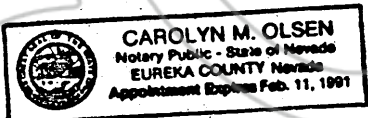
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ACKNOWLEDGMENT

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STATE OF NEVADA )  
                          : ss.  
County of Eureka )

On this 14th day of April, 1988, before me, the under-  
signed, a Notary Public in and for the County of Eureka, State of  
Nevada, duly commissioned and sworn, personally appeared WILLIAM R.  
HULL and SHARON L. HULL, known to me to be the persons whose names  
are subscribed to the within instrument, and who acknowledged to  
me that they executed the same freely and voluntarily and for the  
uses and purposes therein mentioned.



*Carolyn M. Olsen*  
NOTARY PUBLIC

3001 (6/82) (Individual) First American Title Company

STATE OF CALIFORNIA Solano ) ss.  
COUNTY OF \_\_\_\_\_  
On April 24, 1988 before me, the undersigned, a Notary Public in and for  
said State, personally appeared Mark W. Grasso ✓  
Anthony M. Grasso

personally known to me (or proved to me on the basis of satis-  
factory evidence) to be the person(s) whose name(s) is/are sub-  
scribed to the within instrument and acknowledged to me that  
he/she/they executed the same.

WITNESS my hand and official seal.

Signature Joyce G. Sloan



(This area for official notarial seal)

RECORDED AT THE REQUEST OF  
Earl Rasmussen  
BOOK 177 PAGE 284  
88 MAY 12 AMO : 11  
OFFICE AT 11:00 A.M.  
EUREKA, CALIFORNIA  
FILE NO. 118491  
FEE \$ 10.00