

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

118491

DEED OF TRUST

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 E1 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 the 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:

Mark W. Grasso
MARK W. GRASSO

Anthony M. Grasso
ANTHONY M. GRASSO

25 GRANTORS ADDRESS:

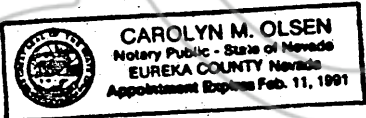
26 P.O. Box 181
27 Eureka, Nevada 89316

28

ACKNOWLEDGMENT

STATE OF NEVADA)
County of Eureka) ss.

On this 14th day of April, 1988, before me, the undersigned, 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

STATE OF CALIFORNIA Solano) ss.
COUNTY OF 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 satisfactory evidence) to be the person(s) whose name(s) is/are subscribed 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
FILE NO. 118491
FEE \$ 10.00

88 MAY 12 AMO 11

RECORDED AT THE REQUEST OF
Earl Rasmussen
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