

DEED OF TRUST

120855

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2  
3 THIS DEED OF TRUST, made this 26th day of May 1982  
4 by and between Daniel P. Darrough and Jayme M. Darrough husband and  
5 wife as Grantor, and Frontier Title Company as Trustee, and  
6 Salvatore Grasso and Betty Ann Grasso, 85 Vista Grande, Benecia  
7 California, to be held as joint tenants, and not as tenants in  
8 common Beneficiary.

9  
10 W I T N E S S E T H :

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

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

17 Parcel " B " of  
Lot 4 as shown on that certain Parcel Map  
for Salvatore and Betty Grasso filed in the  
18 office of the County Recorder of Eureka  
County, Nevada, on September 19 1986, as  
19 File No. 104801 located in a portion of the  
20 E $\frac{1}{2}$  of Section 17, Township 20 North, Range  
53 East, M.D.M.

21 EXCEPTING THEREFROM all the oil and gas in an  
22 under said land, reserved by the United States  
of America in Patent, recorded April 15, 1966,  
23 in Book 10, Page 331, official Records, Eureka  
County, Nevada. Together with all buildings and  
improvements thereon.

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

27 TO HAVE AND TO HOLD the same unto said Trustee and its  
28 successors, in trust, to secure the performance of the following

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See BK 205, Pg. 078 for Assignment

1 obligations, and payment of the following debts:

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3 ONE: Payment of an indebtedness evidenced by a certain  
4 Promissory Note dated May 26 , 1988, in the principal amount  
5 of \$10,600.00 with the interest thereon, expenses, attorney fees  
6 and other payments therein provided, executed and delivered by the  
7 Grantor payable to the Beneficiary or order, and any and all  
8 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  
11 successor in interest of the Grantor, with interest thereon,  
12 expenses and attorney fees, and any other indebtedness or  
13 obligation of the 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 obliga-  
26 tions 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 buildings, 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  
8 the 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  
11 are hereby adopted and made a part of this Deed of Trust. In  
12 connection with Covenant No. 6, it shall be deemed to include  
13 and apply to all conditions, covenants and agreements contained  
14 herein in addition to those adopted by reference, and to any and  
15 all defaults of deficiencies in the performance of this Deed of  
16 Trust.

17                   4. All payments secured hereby shall be paid in lawful  
18 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  
due or not.

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

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

15           9. Partial Releases: Grantor and Beneficiary have  
16 agreed that providing Grantor is not in default under any of his  
17 provisions as follows:

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21           10. The commencement of any proceeding under the  
22 bankruptcy or insolvency laws by or against the Grantor or the  
23 maker of the note secured hereby; or the appointment of receiver  
24 for any of the assets of the Grantoe hereof or the maker of the  
25 Note secured hereby of a general assignment for the benefit of  
26 creditors, shall constitute a default under this Deed of Trust.

27           11. The rights and remedies herein granted shall not  
28 exclude any other rights or remedies granted by law, and all



1 rights or remedies granted hereunder or permitted by law shall be  
2 concurrent and cumulative.

3 12. All the provisions of this instrument shall inure  
4 to and bind the heirs, legal representatives, successors and  
5 assigns of each party hereto repectively as the context permits.  
6 All obligations of each Grantor hereunder shall be joint and  
7 several. The word "Grantor" and any reference thereto shall  
8 include the masculine, feminine and neuter genders and the  
9 singular and plural, as indicated by the context and number of  
10 parties hereto.

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

18 14. It is expressly agreed that the trusts created  
19 hereby are irrevocable by the Grantor.

20 IN WITNESS WHEREOF, The Grantor has executed these  
21 presents the day year first above veitten.

22  
23 GRANTOR:

24 Daniel P. Darrough  
25 Daniel P. Darrough

26 Jayne M. Darrough  
27 Jayne M. Darrough

28 P.O. Box 1253  
Gladys GOICOECHEA  
Notary Public - State of Nevada  
Essex County Nevada  
My appointment expires Oct 28 1990  
Gladys Goicoechea

BENEFICIARY:

Salvatore Grasso  
Salvatore Grasso

Betty Ann Grasso  
Betty Ann Grasso

85 Vista Grande  
Benecia, California

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RECORDED AT THE REQUEST OF  
*Earl Armstrong*  
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'88 AUG 23 A11 59

OFFICIAL RECORDS  
EUREKA COUNTY, NEVADA  
M.N. REBELLATI RECORDER

FILE NO. FEE \$

120855

10.00

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