

120989

DEED OF TRUST

1 THIS DEED OF TRUST, made this 6th day of July, 1988, by and  
2 between JERRY DEAN VINING and CAROL C. VINING, Husband and Wife  
3 Grantor, and Frontier Title Company as Trustee and Salvatore J.  
4 GRASSO and BETTY A. GRASSO, Husband and Wife, of 85 Vista Grande,  
5 Benicia, California 94510, Beneficiary.

WITNESSETH:

6  
7 That Grantor hereby grants, transfers and assigns to the Trustee  
8 in Trust, with power of sale, all of the following described  
9 real property situated in the County of Eureka, State of Nevada,  
10 more particularly described as follows, to-wit:

11 All that certain real property situated in the  
12 County of Eureka, State of Nevada, more  
13 particularly described as follows:

14 Parcel A of Lot # 4 of Lot #3 of Parcel A as shown  
15 on that certain Parcel Map for Salvatore and  
16 Betty Grasso filed in the office of the County  
17 Recorder of Eureka County Nevada, on September  
18 19, 1986 as File No. 104804 located in a portion  
19 of the E. 1 2 of Section 17 Township 20 North,  
20 Range 53 East, M.D.M.

21 EXCEPTING THEREFROM all the oil and gas in and  
22 under said land, reserved by the United States  
23 of America.

24 Together with all buildings and improvements  
25 thereon.

26 TOGETHER with the tenements, hereditaments,  
27 and appurtenances thereunto belonging or in  
28 anyway appertaining, and the reversion and  
reversions, remainders, rents, issues and  
profits thereof.

TO HAVE AND TO HOLD the same unto said Trustee and it's  
successors, in trust, to secure the performance of the following  
obligations, and payment of the following debts:

ONE: Payment of an indebtedness evidenced by a certain Promissory  
Note dated 6 July, 1988 in the principal amount of \$11,400.00  
with the interest thereon, expenses, attorney fees and other

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See BK. 192, Pg. 072 For Assignment  
See BK. 205, Pg. 078 For Assignment  
See Book 342 pg 164 Assignment  
See Book 342 pg 119 Return

1 payments therein provided, executed and delivered by the Grantor  
2 payable to the Beneficiary of order, and any and all extensions  
3 or renewals thereof.

4 TWO: Payment of such additional amounts, as maybe hereafter  
5 loaned by the Beneficiary to the Grantor or any successor in  
6 interests of the Grantor, with interest thereon, expenses and  
7 attorney fees, and any other indebtedness or obligation of the  
8 Grantor to the Beneficiary.

9 THREE: Payment of all other sums with interest thereon becoming  
10 due and payaable under the provisions hereof to either Trustee  
11 or Beneficiary.

12 FOUR: Payment, performance and discharge of each and every  
13 obligation, covenant, promise and agreement of Grantor herein or  
14 in said note contained and of all renewals, extensions, revisiosns  
15 and amendments of the abovedescribed notes and any other indebt-  
16 edness or obligation seuced hereby.

17 To protect the security of this Deed of Trust, it is agreed as  
18 follows:

19 1. The Beneficiary has the right to record notice that this Deed  
20 of Trust is security for additional amounts and obligations not  
21 specifically mentioned herein but which constitute indebtedness  
22 or obligations of the Grantor for which the Beneficiary may claim  
23 this Deed of Trust as security.

24 2. The Grantor shall keep the property herein described in good  
25 condition, order and repair, shall not remove, demolish, neglect,  
26 or damage any buildings, fixtures, improvements or landscaping  
27 thereon or hereafter placed or constructed thereon; shall not  
28 commit or permit any waste or deterioration of the land, buildings

1 and improvements; and shall not do or permit to be done anything  
2 which shall impair, lessen, diminish or deplete the security  
3 hereby given.

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

11 4. All apyments secured hereby shall be paid in lawful money of  
12 the united States of America.

13 5. The Beneficiary and any persons authorized by the Beneficiary  
14 shall have the right to enter upon and inspect the premises at  
15 all reasonable times.

16 6. In case of condemnation of the property subject hereto, or  
17 any part thereof, by paramount authority, all of any condemnation  
18 award award that which the Grantor shall be entitled less costs and  
19 expenses of litigation, is hereby assigned by the Grantor to the  
20 Beneficiary, who is hereby authorized to recieve and receipt for  
21 the same and apply such proceeds as recieved, toward the payment  
22 of the indebtedness hereby secured, whether due or not.

23 7. If default be made in the performance or payment of the  
24 obligation, note or debt secured hereby or in the performance of  
25 any of the terms, conditions and covenants of this Deed of Trust,  
26 aor the payment of any sum or obligation to be paid hereunder,  
27 or upon the occurance of any act or event of default hereunder,  
28 and such default is not cured within thirty-five (35) days after

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1 written notice of default and of election to sell said property  
2 given in the manner provided by N.R.S. 107.080 as in effect on  
3 the date of this Deed of Trust, Beneficiary may declare all  
4 notes, debts and sums secured hereby or payable hereunder  
5 immediately due and payable although the date of maturity has not  
6 yet arrived.

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

9 9. The commencement of any proceeding under the bankruptcy or  
10 insolvency laws by or against the Grantor or the maker of the note  
11 secured hereby; or the appointment of the reciever for any of the  
12 assets of the Grantor hereof or the maker of the note secured  
13 hereby, or the making by the Grantor or the maker of the Note  
14 secured hereby of a general assignment for the benefit of creditors,  
15 shall constitute a default under this Deed of Trust.

16 10. The rights and remedies herein granted shall not exclude  
17 any other rights or remedies granted by law, and all right or  
18 remedies granted hereunder or permitted by law shall be concurrent  
19 and cumulative.

20 11. All the provisions of this instrument shall insure and to bind  
21 the heirs, legal representatives, successors and assigns of each  
22 party hereto respectively as the context permits. All obligations  
23 of each Grantor hereunder shall be joint and several. The word  
24 "Grantor" and any reference thereto shall include the masculine,  
25 feminine and neuter genders and the singular and plural, as  
26 indicated by the context and number of parties hereto.

27 12. Any notice given to Grantor under section 107.080 of N.R.S.  
28 in connection with this Deed of Trust shall be given by registered

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1 or certified letter to the Grantor addressed to the address set  
2 forth near the signatures on this Deed of Trust, or at such sub-  
3 stitute address as Grantor may direct in writing to Beneficiary  
4 and such notice shall be binding upon the Grantor and all assignees  
5 or grantees of the Grantor.

6 13. It is expressly agreed that the trusts created hereby are  
7 irrevocable by the Grantor.

8  
9 IN WITNESS WHEREOF, the Grantor has excuted these presents the  
10 day and year first above written.

11 GRANTOR:  
12  
13 Jerry Dean Vining  
14 JERRY DEAN VINING

BENEFICIARY:  
15  
16 Salvatore J. Grasso  
17 SALVATORE J. GRASSO

18 Carol C. Vining  
19 CAROL C. VINING  
20 P.O. Box 717  
21 Eureka, Nevada 89316

Betty J. Grasso  
22 BETTY J. GRASSO

23 NOTARY SEAL:

24 RECORDED AT THE REQUEST OF  
25 Earl Rasmussen  
26 BOOK PAGE  
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28 '88 AUG 29 P3-27

OFFICIAL RECORDS  
EUREKA COUNTY, NEVADA  
M.N. REBALEA, RECORDER  
FILE NO. FEE \$  
120989 9.00

GLADY GOICOECHEA  
Notary Public - State of Nevada  
Eureka County Nevada  
My Comm. Expires 08/23/1990  
Gladys Goicoechea

(4)-and last- BOOK 183 PAGE 32