

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
particularly described as follows:

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

17 EXCEPTING THEREFROM all the oil and gas in and
18 under said land, reserved by the United States
of America.

19 Together with all buildings and improvements
thereon.

20 TOGETHER with the tenements, hereditaments,
21 and appurtenances thereunto belonging or in
22 anyway appertaining, and the reversion and
reversions, remainders, rents, issues and
profits thereof.

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

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

(1)

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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 seucred 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 reciept 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 reprsentatives, 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

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

15
16 Carol C. Vining
17 CAROL C. VINING
18 P.O. Box 717
Eureka, Nevada 89316

BENEFICIARY:

Salvatore J. Grasso
SALVATORE J. GRASSO

Betty A. Grasso
BETTY A. GRASSO

NOTARY SEAL:

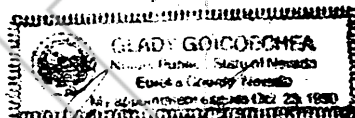
19
20 RECORDED AT THE REQUEST OF
Earl Rasmussen
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21
22 '88 AUG 29 P3-27

23
24 OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
M.N. REBALEA, RECORDER
FILE NO. FEE \$

25
26 120989

27
28 9.00



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