

See BK 47, Pg. 403
for Assumption Agreement

129898

DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT, made this 1st
day of August, 1989, by and between CHARLES BURNEY and KAREN
BURNEY, husband and wife, as Trustors, and ROSS P. EARDLEY, as
Trustee, and FANNIE P. KOMP, a widow, as Beneficiary;

W I T N E S S E T H:

That the said Trustors hereby grant, bargain, sell, convey and
confirm unto the said Trustee, and to his successors and assigns,
with power to sell, the following described real and personal prop-
erty situate in the County of Eureka, State of Nevada, more particu-
larly described as follows:

Lots 1 and 2 (being 100 feet by 200 feet each) in
Block 10 of the Crescent Valley Ranch and Farms Unit
No. 1, situated in Section 5, Township 29 North,
Range 48 East, MDB&M., Eureka County, Nevada, all as
shown on the official map or plat thereof now on file
in the Eureka County Recorder's Office, Eureka,
Nevada.

TOGETHER with any and all buildings and improvements
thereon, which buildings include the following:

A store building with hallway and walk-in cooler and
three room house and other attached rooms and storage
areas.

A closed-in garage with concrete floor and electrical
power.

Three 8 foot by 12 foot storage buildings.

A 16 foot by 16 foot sublevel building with concrete
floor and electrical power.

TOGETHER with all store fixtures and store equipment
more particularly described in Exhibit "A" attached
hereto.

TOGETHER with the tenements, hereditaments and appur-
tenances thereunto belonging or appertaining, and the

-1-

ROSS P. EARDLEY
ATTORNEY AT LAW
459 IDAHO STREET - P. O. BOX 301
ELKO, NEVADA 89801
1702) 739-4048

BOOK 20 | PAGE | 15

reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the same unto the Trustee, and to his successors and assigns, upon the trusts, covenants and agreements herein expressed and as security for the payment of a certain Promissory Note dated Aug 1, 1989, for the principal sum of \$ 69,643.46, bearing interest from July 31, 1989, at the rate of 10% per annum, said principal sum and interest being payable in monthly installments, as more specifically set forth in said Note; said Note being executed by the Trustors herein to the said Beneficiary and payable at Crescent Valley, Eureka County, Nevada, or wherever else said Beneficiary in writing designates. Said Note is hereby referred to and incorporated herein as though set forth in full herein.

This Deed of Trust is also given as security for the payment of any and all monies which the Beneficiary and Trustee, or either of them, may or shall hereafter loan or advance to the Trustors, or either of them, or advance for their account, even though the said loan or advance may be secured by other mortgage or Deed of Trust and as security for the payment of all other monies that may become due from the Trustors, or either of them, from any cause whatsoever, including the payment of all other monies hereby agreed or provided to be paid by the Trustors, or which may be paid out, or advanced, by the Trustee, or by the Beneficiary, under the provisions of this Deed of Trust.

The Trustors hereby covenant and agree:

1. The Trustors promise and agree to properly care for and keep the property herein described, including any fences, buildings and other improvements thereon, in at least as good a condition of repair and maintenance as the same now are, subject to normal wear

and tear, and to care for, protect and maintain any and all buildings situate thereon, and to otherwise protect and maintain said premises and not to commit nor permit any waste or deterioration thereof. The Trustors may make such alterations or improvements as they may desire on said premises, so long as they do not lessen the value of said property, and the Trustors shall pay, when due, all claims for labor performed or material furnished thereon.

To the extent that this Deed of Trust and Security Agreement includes personal property, fixtures and equipment, the Trustors agree to keep the same in good repair and maintenance and not to remove the same from the above described real property in Crescent Valley, Eureka County, Nevada.

2. That the Beneficiary, or her duly authorized agents, shall at all reasonable times have the right to enter upon said premises and inspect the same.

3. The Trustors covenant, warrant and represent that the title conveyed is a fee simple absolute title, free and clear of all encumbrances; that they will forever warrant and defend the title to the premises above mentioned to the Trustee and Beneficiary and their successors and assigns, against all lawful claims and demands of all persons whomsoever.

4. The following covenants Nos. 1, 2 (^{Amount of} \$ ^{indebtedness}), 3, 4 (10%), 5, 6, 7 (Reasonable), 8 and 9 of Section 107.030 NRS are hereby adopted and made a part of this Deed of Trust.

5. The reconveyance of this Deed of Trust shall be at the cost and expense of the Trustors, or such other persons entitled to reconveyance.

6. The acceptance by said Beneficiary of any payment of the

indebtedness hereby secured shall not operate as a waiver by the Beneficiary of any default by the Trustors made previously to such payment in any of the covenants or agreements to be made, kept and performed by the Trustors herein provided.

7. The Trustors hereby covenant and agree that neither the acceptance nor existence, now or hereafter, of any other security for the indebtedness secured hereby, nor the release thereof, shall operate as a waiver of the security of this Deed of Trust, nor shall this Deed of Trust, nor its satisfaction, nor a reconveyance made hereunder, operate as a waiver of such other security now held or hereafter acquired.

8. All the provisions of this instrument shall apply to and bind the legal representatives, successors and assigns of the respective parties hereto, and it is distinctly understood and agreed that the words Trustors, Grantors, Trustee or Beneficiary, as used in this instrument, and any pronoun referring thereto, is intended to and does include the masculine, feminine and neuter genders, and the singular and plural numbers; that the covenants and agreements of the Trustors or Grantors herein shall be construed to be the joint and several covenants and agreements of all persons who sign this instrument; that if any provision of this Deed of Trust be judicially declared invalid, such decision shall not affect the validity of the remaining provisions, and if any sale made hereunder shall be judicially declared invalid or deemed by the Beneficiary to be invalid, such sale shall not exhaust the power of sale, and the Trustee, at the request of the Beneficiary, may proceed anew with the sale of this property, in order to enforce fully the provisions of this Deed of Trust.

9. Said Trustors agree that the said Trustee, or his succes-

sors in interest, shall not incur any liability on account of any act done or omitted to be done, in good faith, under the provisions of this Deed of Trust, and that said Trustee shall be fully protected in acting upon any statement, report, order, notice, request, consent or other paper or document believed to be genuine and signed by the proper parties.

10. To the extent that this Deed of Trust includes personal property, it shall be deemed a Security Agreement; and in the event of default, the Beneficiary shall have all remedies pertaining thereto, including such remedies as are provided in the Uniform Commercial Code of the State of Nevada, and may proceed as to both real and personal property in accordance with the rights and remedies in respect to real property and/or may proceed in any other manner or exercise any other remedy provided by law and/or the Uniform Commercial Code pertaining to said personal property, all as provided in NRS, Section 104.9501(4).

This document is also deemed to be a Financing Statement and a Fixture Filing as referred to in the Uniform Commercial Code and shall be filed for record in the real estate records of the County of Eureka, State of Nevada. To the extent that this document is a Security Agreement and/or a Fixture Filing, it covers all personal property specifically described herein and that is situate on the real property described herein and all fixtures on said property, including those specifically set forth in Exhibit "A" attached hereto. The Trustors herein are the record owners of said real property.


11. The Trustors, so long as there is any balance owing in connection with this Deed of Trust, shall not sell, assign or transfer any interest in the property described herein, nor permit any

assumption of the debt herein secured, without first obtaining the written consent of the Beneficiary.

If all or any part of the property herein described, or any interest therein, is sold or transferred by the Trustors without the Beneficiary's prior written consent, the Beneficiary may, at her option, declare all sums secured by this Deed of Trust to be immediately due and payable.

IN WITNESS WHEREOF, the said Trustors have executed these presents the day and year first above written.


CHARLES BURNEY


KAREN BURNEY

STATE OF NEVADA)
 : SS.
COUNTY OF E/1/2)

On this 17th day of August, 1989, personally appeared before me, a notary public, CHARLES BURNEY and KAREN BURNEY, who acknowledged that they executed the above instrument.

ROSS P. EARDLEY
NOTARY PUBLIC, STATE OF NEVADA
ELKO COUNTY
My Commission Expires Jan. 5, 1992


NOTARY PUBLIC.

STORE FIXTURES
and

Exhibit "A"

EQUIPMENT REFRIGERATION
Cooler

- ① Rapids Walker Inc ~~Commercial Refrigeration~~
- ② Howard 3 door refrigeration unit
- ③ Two Compartment Ice Cream Freezer
- ④ Montgomery Ward Upright Freezer
- ⑤ Signature Chest Freezer
- ⑥ VULCAN 3 DOOR UPRIGHT Freezer
- ⑦ TRUE . 2 DOOR Refrigeration Upright Unit
- ⑧ CITATION Chest Freezer

STORE SHELVING & FIXTURES

- ① one 2 DOOR GLASS Candy Counter
- ② one 3 door " " "
- ③ Two 4' x 15' AISLE SHELVING
- ④ one 30 feet 5 shelves wall shelving
- ⑤ one 10 feet 6 shelves " "
- ⑥ one 12 feet 7 shelves " "
- ⑦ one 4' x 5' wire shelving
- ⑧ one 7-8 shelves wall shelving
- ⑨ one chest nut counter
- ⑩ one Kingston D X Series CAM Register
- ⑪ one Guardian Toledo scales
- ⑫ one Victor 1250 Calculator
- ⑬ one 4 DOOR steel Filing Cabinet
- ⑭ one Coleman Upright Gas stove
- ⑮ one UPRIGHT WALL AIR COOLER
- ⑯ one 3' x 4' Floor SAFE
- ⑰ one 2' x 2' Victor Floor SAFE
- ⑱ one Citizen Calculator
- ⑲ one Impsoll Road AIR COMPRESSOR
- ⑳ one TOKHEIM Gasoline Pump Serial No. 11-75575

BOOK 01 PAGE 121

COPY

RECORDED AT THE REQUEST OF
BOOK 201 PAGE 115
Ross P. Cardley
'89 AUG 21 P437

CLERK OF SUPERIOR COURT
COUNTY OF HENRICO, VIRGINIA
FILED AS 129098 1200

BOOK 201 PAGE 122