

129825

DEED OF TRUST

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3 THIS DEED OF TRUST, made this 3rd day of April,
4 1989, by and between STEVE W. JACKSON and LINDA M. JACKSON, hus-
5 band and wife, of Eureka, Nevada, as GRANTORS, and FIRST AMERICAN
6 TITLE COMPANY OF NEVADA, as Trustee, and BYRON L. HARRIS and UVA
7 HARRIS, husband and wife, as Beneficiary.

8 W I T N E S S E T H :

9 That GRANTORS hereby grant, transfer and assign to the
10 Trustee in trust, with power of sale, all of the following
11 described real property situate in the County of Eureka, State
12 of Nevada, more particularly described as follows:

13 RANCHETTE "B" and RANCHETTE "D", as
14 shown on the Parcel Map and Record
15 of Survey of Parcel 6, Lot 9, in
16 Section 29, Township 20 North,
17 Range 53 East, MDB&M, as filed in
the Office of the County Recorder
of Eureka County, State of Nevada,
on October 6, 1981, as File No.
82287.

18 Excepting and reserving, also, to
19 the United States all the oil and
20 gas in the land so patented, and
21 to it or persons authorized by it,
22 the right to prospect for, mine,
23 and remove such deposits from the
24 same upon compliance with the
25 conditions and subject to the pro-
visions and limitations of the Act
of July 17, 1914 (38 Stat. 509) as
reserved in Patent from the United
States of America, recorded March 21,
1966, in Book 10, Page 205 of Offi-
cial Records, Eureka County, Nevada.

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1 TO HAVE AND TO HOLD the same unto said Trustee and its
2 successors, in trust, to secure the performance of the following
3 obligations, and payment of the following debts:

4 ONE: Payment of an indebtedness evidenced by a certain
5 Promissory Note dated April 3 1969, in the principal
6 amount of TWENTY-FOUR THOUSAND ONE HUNDRED FIFTY-ONE and FIFTY-
7 EIGHT/100 (\$24,151.58) DOLLARS, with the interest thereon, ex-
8 penses, attorney fees and other payments therein provided, executed
9 and delivered by the GRANTORS payable to the Beneficiary or order,
10 and any and all extensions or renewals thereof.

11 TWO: Payment of such additional amounts as may be
12 hereafter loaned by the Beneficiary to the GRANTORS or any suc-
13 cessor in interest of the GRANTORS, with interest thereon, ex-
14 penses and attorney fees, and any other indebtedness or obliga-
15 tion of the GRANTORS to the Beneficiary.

16 THREE: Payment of all other sums with interest thereon
17 becoming due or payable under the provisions hereof to either
18 Trustee or Beneficiary.

19 FOUR: Payment, performance and discharge of each and
20 every obligation, covenant, promise and agreement of GRANTORS
21 herein or in said note contained and of all renewals, extensions,
22 revisions and amendments of the above described notes and any
23 other indebtedness or obligation secured hereby.

24 To protect the security of this Deed of Trust, it is
25 agreed as follows:

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1 1. The Beneficiary has the right to record notice that
2 this Deed of Trust is security for additional amounts and obli-
3 gations not specifically mentioned herein but which constitute
4 indebtedness or obligations of the GRANTORS for which the Bene-
5 ficiary may claim this Deed of Trust as security.

6 2. The GRANTORS shall keep the property herein described
7 in good condition, order and repair; shall not remove, demolish,
8 neglect, or damage any buildings, fixtures, improvements, or
9 landscaping thereon or hereafter placed or constructed thereon;
10 shall not commit or permit any waste or deterioration of the land,
11 buildings and improvements; and shall not do nor permit to be
12 done, anything which shall impair, lessen, diminish or deplete
13 the security hereby given.

14 3. The following covenants, Nos. 1; 2 (insurable value);
15 3; 4 (10%); 5; 6; 7 (reasonable); 8; and 9 of NRS 107.030, are
16 hereby adopted and made a part of this Deed of Trust. In con-
17 nection with Covenant No. 6, it shall be deemed to include and
18 apply to all conditions, covenants and agreements contained
19 herein in addition to those adopted by reference, and to any and
20 all defaults or deficiencies in the performance of this Deed of
21 Trust.

22 4. All payments secured hereby shall be paid in lawful
23 money of the United States of America.

24 5. The Beneficiary and any persons authorized by the
25 Beneficiary shall have the right to enter upon and inspect the
26 premises at all reasonable times.

1 6. In case of condemnation of the property subject
2 hereto, or any part thereof, by paramount authority, all of any
3 condemnation award to which the GRANTORS shall be entitled less
4 costs and expenses of litigation, is hereby assigned by the
5 GRANTORS to the Beneficiary, who is hereby authorized to receive
6 and receipt for the same and apply such proceeds as received,
7 toward the payment of the indebtedness hereby secured, whether
8 due or not.

9 7. If default be made in the performance or payment
10 of the obligation, note or debt secured hereby or in the perfor-
11 mance of any of the terms, conditions and covenants of this Deed
12 of trust, or the payment of any sum or obligation to be paid
13 hereunder, or upon the occurrence of any act or event of default
14 hereunder, and such default is not cured within thirty-five (35)
15 days after written notice of default and of election to sell
16 said property given in the manner provided in NRS 107-080 as in
17 effect on the date of this Deed of Trust, Beneficiary may declare
18 all notes, debts and sums secured hereby or payable hereunder
19 immediately due and payable although the date of maturity has not
20 yet arrived.

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

23 9. The commencement of any proceeding under the bank-
24 ruptcy or insolvency laws by or against the GRANTORS or the maker
25 of the note secured hereby; or the appointment of receiver for
26 any of the assets of the GRANTORS hereof or the maker of the note

1 secured hereby, or the making by the GRANTORS or the maker of the
2 Note secured hereby of a general assignment for the benefit of
3 creditors, shall constitute a default under this Deed of Trust.

4 10. The rights and remedies herein granted shall not
5 exclude any other rights or remedies granted by law, and all
6 rights or remedies granted hereunder or permitted by law shall be
7 concurrent and cumulative.

8 11. All the provision of this instrument shall inure
9 to and bind the heirs, legal representatives, successors and
10 assigns, of each party hereto respectively as the context permits.
11 All obligations of each GRANTOR hereunder shall be joint and
12 several. The word "GRANTOR" and any reference thereto shall
13 include the masculine, feminine and neuter genders and the
14 singular and plural, as indicated by the context and number of
15 parties hereto.

16 12. Any notice given to GRANTORS under Section 107.080
17 of NRS or in connection with this Deed of Trust shall be given
18 by registered or certified letter to the GRANTORS addressed to
19 the address set forth near the signatures on this Deed of Trust,
20 or at each such substitute address as GRANTORS may direct in
21 writing to Beneficiary and such notice shall be binding upon the
22 GRANTORS and all Assignees or Grantees of GRANTORS.

23 13. It is expressly agreed that the trusts created
24 hereby are irrevocable by the GRANTORS.

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1 IN WITNESS WHEREOF, the GRANTORS have executed these
2 presents the day and year first above written.

GRANTOR:

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5 Steve W. Jackson
6 STEVE W. JACKSON
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9 Linda M. Jackson
10 LINDA M. JACKSON
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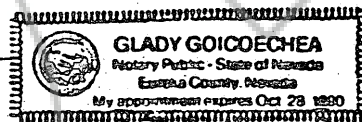
12 GRANTORS' ADDRESS:

13 P. O. Box 413
14 Eureka, Nevada 89316

15 STATE OF NEVADA)
16 : ss.
17 County of Eureka)

18 On the 3rd day of April, 1989, personally
19 appeared before me, a Notary Public, STEVE W. JACKSON and LINDA M.
20 JACKSON, who acknowledged that they executed the above instrument.

21 Gladys Goicoechea
22 NOTARY PUBLIC
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OFFICIAL RECORDS
CLERK
JANUARY 1990
FILE NO. 129823
FILE 310

RECORDED AT THE REQUEST OF
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