

130279

DEED OF TRUST

THIS DEED OF TRUST, made this 6th day of OCTOBER, 1989, by and between MASON A. SMILEY and MARY JO SMILEY, his wife, of Eureka, Nevada, as Grantor, and FIRST AMERICAN TITLE COMPANY, as Trustee, and THOMAS R. MOORE and HESTER MOORE, as Beneficiary.

W_I_T_N_E_S_S_E_T_H:

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

Lots 5, 6, 7, 8, and 9 in Block 1 of the Town of Eureka, County of Eureka, State of Nevada.

TOGETHER WITH all improvements situate thereon.

TOGETHER WITH the tenements, hereditaments, and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

TO HAVE AND TO HOLD the same unto said Trustee and its 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 October 1, 1989, in the principal amount of TWELVE THOUSAND DOLLARS (\$12,000.00), with the interest thereon, expenses, attorney fees and other payments therein provided, executed and delivered by the Grantor payable to the Beneficiary or order, and any and all extensions or renewals thereof.

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TWO: Payment of such additional amounts as may be hereafter loaned by the Beneficiary to the Grantor or any successor in interest of the Grantor, with interest thereon, expenses and attorney fees, and any other indebtedness or obligation of the Grantor to the Beneficiary.

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

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

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

1. The Beneficiary has the right to record notice that this Deed of Trust is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations of the Grantor for which the Beneficiary may claim this Deed of Trust as security.
2. The Grantor shall keep the property herein described in good condition, order and repair; shall not remove, demolish, neglect, or damage any buildings, fixtures, improvements, or landscaping thereon or hereafter placed or constructed thereon; shall not commit or permit any waste or deterioration of the land, buildings and improvements; and shall not do nor permit to be

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done, anything which shall impair, lessen, diminish or deplete the security hereby given.

3. The following covenants, Nos. 1; 2 (\$12,000.00); 3; 4 (9%); 5; 6; 7 (reasonable); 8; and 9 of N.R.S. 107.030, are hereby adopted and made a part of this Deed of Trust. In connection with Covenant No. 6, it shall be deemed to include and apply to all conditions, covenants and agreements contained herein in addition to those adopted by reference, and to any and all defaults or deficiencies in the performance of this Deed of Trust.

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

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

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

7. If default be made in the performance or payment of the obligation, note or debt secured hereby or in the performance of any of the terms, conditions and covenants of this Deed of Trust, or the payment of any sum or obligation to be paid

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hereunder, or upon the occurrence of any act or event of default hereunder, and such default is not cured within thirty-five (35) days after written notice of default and of election to sell said property given in the manner provided in N.R.S. 107.080 as in effect on the date of this Deed of Trust, Beneficiary may declare all notes, debts and sums secured hereby or payable hereunder immediately due and payable although the date of maturity has not yet arrived.

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

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

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

11. All the provisions of this instrument shall inure to and bind the heirs, legal representatives, successors and assigns, of each party hereto respectively as the context permits. All obligations of each Grantor hereunder shall be joint and several. The word "Grantor" and any reference thereto shall

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include the masculine, feminine and neuter genders and the singular and plural, as indicated by the context and number of parties hereto.

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

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

14. If the Grantor shall sell, convey or alienate said property or any part thereof, or shall enter into any agreement for the same, or any interest therein, or shall be divested of his title in any manner or way, whether voluntary or involuntary, any indebtedness or obligation secured hereby, irrespective of the maturity dates expressed in any note evidencing the same, at the option of the holder hereof, and without demand or notice, shall immediately become due and payable.

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IN WITNESS WHEREOF, the Grantor has executed these presents the day and year first above written.

GRANTOR:

M. A. Chf

MASON A. SMILEY
P.O. Box 715
Eureka, Nevada 89316

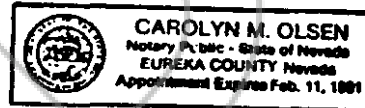
Mary Jo Smiley

MARY JO SMILEY
P.O. Box 715
Eureka, Nevada 89316

STATE OF NEVADA)
COUNTY OF Eureka) ss.

On 6 October, 1989, personally appeared before me, a Notary Public, MASON A. SMILEY, who acknowledged that he executed the above instrument.

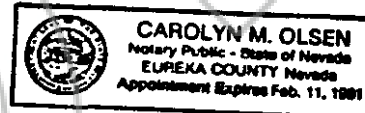
Carolyn M. Olsen
NOTARY PUBLIC



STATE OF NEVADA)
COUNTY OF Eureka) ss.

On 6 October, 1989, personally appeared before me, a Notary Public, MARY JO SMILEY, who acknowledged that she executed the above instrument.

Carolyn M. Olsen
NOTARY PUBLIC



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RECORDED AT THE REQUEST OF
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Thomas Mone
89 OCT 12 AM 37

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
PLM. REBALEATI, RECORDER
FILE NO. FEE \$11.00

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