

When recorded mail to:
JoEd Lino
P. O. Box 93
Eureka, NV 89316

130797

DEED OF TRUST

THIS DEED OF TRUST, made this 29th day of November, 1989, by and between REYNARD ALBERT MOODY and LINDA DARLENE MOODY, husband and wife, as Trustor, and FRONTIER TITLE COMPANY, as Trustee, and JOED LINO aka JO ED LINO an unmarried woman, as Beneficiary. (It is distinctly understood that the words "Trustor" and "Beneficiary" and the word "his" referring to the Trustor or Beneficiary, as herein used, are intended to and do include the masculine, feminine and neuter genders and the singular and plural numbers, as indicated by the context.)

WITNESSETH:

That said Trustor hereby grants, conveys and confirms unto said Trustee in trust with power of sale, the following described real property situate in the County of Eureka, State of Nevada, to-wit:

Lots 5 and 6 in Block 90 of the Town of Eureka, according to the official map thereof, file in the office of the County Recorder of Eureka County, State of Nevada.

EXCEPTING THEREFROM all uranium, thorium or any other material which is or may be determined to be peculiarly essential to production of fissionable materials, reserved by the United States of America, in patent recorded December 19, 1947, in Book 24, Page 226, Deed Records, Eureka County, Nevada.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title and interest, homestead or other claim or demand, as well in law as in equity, which the Trustor now has or may hereafter acquire, or, in or to the said premises or any part thereof, with the appurtenances.

As additional security, Trustor hereby assigns all rents from such property and gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues, and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues, and profits as they become due and payable.

Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

The entering upon and taking possession of said property, the collection of such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. In the event that all or any part of the property secured by this Deed of Trust be sold, conveyed, transferred or exchange, then the note of even date secured hereby shall become immediately due and payable at the option of the holder of said note, with the same effect as if originally named Trustee herein.

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LAW OFFICES
C. A. P. L. L. L. L. L.
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1 TO HAVE AND TO HOLD the same unto the said Trustee and
2 its successors, upon the trusts hereinafter expressed:

3 As security for the payment of Ten Thousand Dollars
4 (\$10,000.00) in lawful money of the United States of America,
5 with interest thereon in like money and with expenses and counsel
6 fees according to the terms of the Promissory Note or Notes for
7 said sum executed and delivered by the Trustor to the
8 Beneficiary; such additional amounts as may be hereafter loaned
9 by the Beneficiary or his successor to the Trustor or any of
10 them, or any successor in interest of the Trustor, with interest
11 thereon, and any other indebtedness or obligation of the Trustor
12 or any of them, and any present or future demands of any kind or
13 nature which the Beneficiary, or his successor, may have against
14 the Trustor or any of them, whether created directly or acquired
15 by assignment; whether absolute or contingent; whether due or
16 not, or whether otherwise secured or not, or whether existing at
17 the time of the execution of this instrument, or arising
18 thereafter; also as security for the payment and performance of
19 every obligation, covenant, promise or agreement herein or in
20 said note or notes contained.

21 Trustor grants to Beneficiary the right to record
22 notice that this Deed of Trust is security for additional amounts
23 and obligations not specifically mentioned herein but which
24 constitute indebtedness or obligations of the Trustor for which
25 Beneficiary may claim this Deed of Trust as security.

26 AND THIS INDENTURE FURTHER WITNESSETH:

27 FIRST: The Trustor promises and agrees to pay when due
28 all claims for labor performed and materials furnished for any
29 construction, alteration or repair upon the above-described
30 premises; to comply with all laws affecting said property or
31 relating to any alterations or improvements that may be made
32 thereon; not to commit, suffer or permit any acts upon said
property in violation of any law, covenant, condition or restric-
tion affecting said property.

33 SECOND: The Trustor promises to properly care for and
34 keep the property herein described in first-class condition,
35 order and repair; to care for, protect and repair all buildings
36 and improvements situate thereon; and otherwise to protect and
37 preserve the said premises and the improvements thereon and not
38 to commit or permit any waste or deterioration of said buildings
39 and improvements or of said premises. If the above described
40 property is farm land, Trustor agrees to farm, cultivate and
41 irrigate said premises in a proper, approved and husbandmanlike
42 manner.

43 THIRD: The following covenants, Nos. 1, 2
44 (\$ 42500.00 amount of insurance), 3, 4 (interest 10% per
45 annum), 5, 6, 7 (counsel fees 15%) and 8 of N.R.S. 107.030, are
46 hereby adopted and made a part of this Deed of Trust.

47 FOURTH: Beneficiary may, from time to time, as
48 provided by statute, or by a writing, signed and acknowledged by
49 him and recorded in the office of the County Recorder of the
50 County in which said land or such part thereof as is then
51 affected by this Deed of Trust is situated, appoint another
52 Trustee in place and stead of Trustee herein named, and
53 thereupon, the Trustee herein named shall be discharged and
54 Trustee so appointed shall be substituted as Trustee hereunder

LAW OFFICES
GARY D. FAIRMAN
PHOTO 277-4244

1 with the same effect as if originally named Trustee herein.

2 FIFTH: Trustor agrees to pay any deficiency arising
3 from any cause after application of the proceeds of the sale held
4 in accordance with the provisions of the covenants hereinabove
5 adopted by reference.

6 SIXTH: The rights and remedies hereby granted shall
7 not exclude any other rights or remedies granted by law, and all
8 rights and remedies granted hereunder or permitted by law shall
9 be concurrent and cumulative. A violation of any of the
10 covenants herein expressly set forth shall have the same effect
11 as the violation of any covenant herein adopted by reference.

12 SEVENTH: In the event of any tax or assessment on the
13 interest under this Deed of Trust it will be deemed that such
14 taxes or assessments are upon the interest of the Trustor, who
15 agrees to pay such taxes or assessments although the same may be
16 assessed against the Beneficiary or Trustee.

17 EIGHTH: All the provisions of this instrument shall
18 inure to, apply, and bind the legal representatives, successors
19 and assigns of each party hereto respectively.

20 NINTH: In the event of a default in the performance or
21 payment under this Deed of Trust or the security for which this
22 Deed of Trust has been executed, any notice given under Section
23 107.080 N.R.S. shall be given by registered letter to the
24 Trustor(s) at the address herein,
25 P. O. Box 93, Eureka, NV 89316
26 and such notice shall be binding upon the Trustor(s),
27 Assignee(s), or Grantee(s) from the Trustor(s).

28 TENTH: It is expressly agreed that the trusts created
29 hereby are irrevocable by the Trustor.

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

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