

130886

DEED OF TRUST

THIS DEED OF TRUST, made this 11 day of December, 1989, by and between STUART BLOYD, a single man, of the County of Eureka, State of Nevada, as Grantor, and FIRST AMERICAN TITLE COMPANY OF NEVADA, as Trustee, and JOHN W. BROWN, a single man, Beneficiary.

W I T N E S S E T H:

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

A portion of Lot 8, Block 56 of the TOWN OF EUREKA, County of Eureka, State of Nevada, described as:

Beginning at the Southwest corner of Lot 8, Block 56;

thence North 78° East, 48.06 feet;

thence North 28°24'50" East, 89.22 feet;

thence South 78°12' West, 51.04 feet;

thence South 26°53' West, 87.03 feet to the point of beginning. APN# 01-095-06.

EXCEPTING THEREFROM all uranium, thorium, or any other materials which is or may be determined to be peculiarly essential to the production of fissionable material, whether or not of commercial value lying in and under said land as reserved by the UNITED STATES OF AMERICA, recorded December 19, 1947, in Book 23 at Page 226 of Deed Records, Eureka County, Nevada.

SUBJECT TO any and all exceptions, reservations, restrictions, restrictive covenants,

PUCCINELLI & PUCCINELLI  
A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
807 FIRST INTERNATIONAL BANK BUILDING  
P. O. BOX 830  
EUREKA, NEVADA 89001  
PHONE 729-7293  
FAX 729-0436

BOOK 206 PAGE 391

See BK 206 Pg 174  
for Full Reconveyance.

assessments, easements, rights, and rights of way of record.

TOGETHER WITH any and all improvements now thereon or which may hereafter be placed or constructed thereon or affixed in any way to the property.

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

There is assigned to the Trustee as security all rents, issues and profits, present and future, but which assignment Trustee agrees not to enforce so long as Grantor is not in default in the payment of any sum or performance of any act to be made or performed hereunder, but in the event of default, Grantor hereby gives to and confers upon Beneficiary the right, power, and authority to collect rents, issues, and profits of said property or of any personal property located thereon, with or without taking possession of the property affected hereby, reserving to Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in the performance of any agreement hereunder, to collect and retain such rents, issues, and profits as they may accrue and become payable.

TO HAVE AND TO HOLD the same unto the said Trustee and its successors, upon the trusts hereinafter expressed, namely:

PUCCINELLI & PUCCINELLI  
A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
819 FIRST INTERSTATE BANK BUILDING  
P. O. BOX 830  
ELKO, NEVADA 89601  
(702) 730-7253  
FAX (702) 730-0494

BOOK 206 PAGE 392

As security for the payment of (a) THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00) lawful money of the United States of America, together with interest, and with expenses and counsel fees according to the terms of the Promissory Note or Notes for said sum executed and delivered by the Grantor to the Beneficiary; (b) such additional amounts as may be hereafter loaned by the Beneficiary or his successors to the Grantor, or any successor in interest of the Grantor, with interest thereon, and any other indebtedness or obligation of the Grantor, and any present or future demands of any kind or nature which the Beneficiary, or his successors may have against the Grantor, whether created directly or acquired by assignment; whether absolute or contingent; whether due or not, or whether otherwise secured or not, or whether existing at the time of the execution of this instrument, or arising thereafter; also as security for the payment and performance of every obligation, covenant, promise or agreement herein or in said Notes contained.

Grantor grants to Beneficiary 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 Beneficiary may claim this Deed of Trust as security.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: The Grantor promises to properly care for and keep the property herein described in at least its present

PUCCINELLI & PUCCINELLI  
A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
617 FIRST INTERSTATE BANK BUILDING  
P. O. BOX 530  
ELMHURST, NEVADA 89001  
(702) 730-7203  
FAX (702) 730-0456

BOOK 206 PAGE 393

condition, order, and repair; to care for, protect, and repair all buildings and improvements situate thereon or which may hereafter be placed or constructed thereon; not to remove or demolish any buildings or other improvements situate thereon or hereafter placed or constructed thereon; and otherwise to protect and preserve the said premises and the improvements thereon, and not to commit or permit any waste or deterioration of such buildings and improvements or of such premises.

SECOND: The following covenants, Nos. 1, 2 (insurable value of any buildings or improvements that may now or hereafter be situate thereon); 3, 4 (interest 8%), 5, 6, 7 (reasonable), 8, and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

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

FOURTH: All the provisions of this instrument shall inure to, apply to, and bind the heirs, legal representatives, successors, and assigns of each party hereto respectively as the context permits.

FIFTH: In the event of a default in the performance or payment under this Deed of Trust or the securities for which this Deed of Trust has been executed, any notice given under Section 107.080 NRS shall be given by registered or certified letter to


PUCCINELLI & PUCCINELLI  
A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
617 FIRST INTERSTATE BANK BUILDING  
P. O. BOX 530  
ELKO, NEVADA 89901  
(702) 738-7203  
FAX (702) 738-0424

BOOK 206 PAGE 394

the Grantor at P. O. Box 597, Eureka, Nevada 89316, and such notice shall be binding upon the Grantor and all assignees or grantees from the Grantor.


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

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

  
STUART BLOYD

STATE OF NEVADA, )  
                  ) ss.  
COUNTY OF EUREKA. )

On December 11<sup>th</sup>, 1989, personally appeared before me, a Notary Public, STUART BLOYD, who acknowledged to me that he executed the foregoing instrument.

  
GLADY GOICOECHEA  
Notary Public - State of Nevada  
Eureka County, Nevada  
My appointment expires Oct 28 1990

  
NOTARY PUBLIC

RECORDED AT THE REQUEST OF  
*First American Title*  
BOOK 206 PAGE 395

89 DEC 22 AM 36

OFFICE OF THE  
EUREKA COUNTY CLERK  
M. H. REBELEAU, RECORDER

FILE NO. 130886

FEE \$ 9.00

PUCCINELLI & PUCCINELLI  
A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
617 FIRST CREDITATE BANK BUILDING  
P. O. BOX 890  
EUREKA, NEVADA 89301  
(702) 739-7202  
FAX (702) 739-0456

BOOK 206 PAGE 395