

131062

DEED OF TRUST

1
2 *58* THIS DEED OF TRUST, made and entered into this
3 day of *January* 1990, by and between
4 CALVIN BEVERIDGE, an unmarried man, and DIANA F. CODY, an
5 unmarried woman as joint tenants hereinafter called TRUSTOR,
6 and FRONTIER TITLE COMPANY, hereinafter called TRUSTEE,
7 and VALAIRE CHRISTIANSEN HULL, DONALD L. HULL, LISA ANNE
8 PHILLIPS, DONNA MICHELLE WARD and WILLIAM A. WARD hereinafter
9 called BENEFICIARY (It is distinctly understood that the
10 words "Trustor" and "Beneficiary" and the word "his" referring
11 to the Trustor or Beneficiary, as herein used, are intended
12 to and do include the masculine, feminine and neuter genders
13 and the singular and plural numbers, as indicated by the
14 context.)

WITNESSETH:

15 THAT WHEREAS, said TRUSTOR is justly indebted
16 to said BENEFICIARY in the sum of Twenty Seven Thousand
17 Dollars (\$27,000.00), legal tender of the United States
18 of America, as evidenced by that certain promissory note
19 of even date herewith, made and executed by said TRUSTOR.

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

24 All that certain real property situate in the
25 County of Eureka, State of Nevada, more particularly
26 described as follows:

PARCEL 1:

27 A portion of Lot 3, in Block 55 as follows:

28 Beginning at the SW corner of Lot 3, in Block
55;

THENCE NORTH 11°43' WEST, a distance of 41.40
feet to a point on the West Sideline of Lot 3;

THENCE NORTH 78°17' EAST, a distance of 82.39
feet to a point on the Westerly Highway R/W line;

THENCE SOUTH 28°24'50" WEST, a distance of 54.04
feet to a point on the South Sideline of Lot 3;

THENCE SOUTH 78°17' WEST, a distance of 47.69
feet to the SW corner of Lot 3, the place of
beginning;

and

Lots 4, 5 and 6 in Block 55 of the Town of Eureka,

STEVEN BRESCU
ATTY AT LAW
IN 090
ELI 1-00701
07-0794

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84 9768

1 according to the official map thereof, filed in
2 the Office of the County Recorder of Eureka County,
3 State of Nevada.

4 PARCEL 2:

5 Lot 1 of Block 55 of TOWN OF EUREKA, according
6 to the official map thereof, filed in the Office
7 to the County Recorder of Eureka County, State
8 of Nevada.

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

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

26 Upon any such default, Beneficiary may at any
27 time without notice, either in person, by agent, or by a
28 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.

29 The entering upon and taking possession of said
30 property, the collection of such rents, issues, and profits,
31 and the application thereof as aforesaid, shall not cure
32 or waive any default or notice of default hereunder or
33 invalidate any act done pursuant to such notice.

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

36 As security for the payment of Twenty Seven Thousand
37 Dollars (\$27,000.00) in lawful money of the United States
38 of America, with interest thereon in like money and with
expenses and counsel fees according to the terms of the

1 Promissory Note or Notes for said sum executed and delivered
2 by the Trustor to the Beneficiary; such additional amounts
3 as may be hereafter loaned by the Beneficiary or his successor
4 to the Trustor or any of them, or any successor in interest
5 of the Trustor, with interest thereon, and any other
6 indebtedness or obligation of the Trustor or any of them,
7 and any present or future demands of any kind or nature
8 which the Beneficiary, or his successor, may have against
9 the Trustor or any of them, whether created directly or
10 acquired by assignment; whether absolute or contingent;
11 whether due or not, or whether otherwise secured or not,
12 or whether existing at the time of the execution of this
13 instrument, or arising thereafter; also as security for
14 the payment and performance of every obligation, covenant,
15 promise or agreement herein or in said note or notes
16 contained.

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

23 AND THIS INDENTURE FURTHER WITNESSETH:

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

19 SECOND: The Trustor promises to properly care
20 for and keep the property herein described in first-class
21 condition, order and repair; to care for, protect and repair
22 all buildings and improvements situate thereon; and otherwise
23 to protect and preserve the said premises and the improvements
24 thereon and not to commit or permit any waste or deterioration
25 of said buildings and improvements or of said premises. If
26 the above described property is farm land, Trustor agrees
27 to farm, cultivate and irrigate said premises in a proper,
28 approved and husbandmanlike manner.

25 THIRD: The following covenants, Nos. 1,2
26 \$30,000.00 (amount of insurance) 3,4 10 1 per annum
27 (interest), 5,6,7, (counsel fees) and 8 of NRS
28 107.030 are hereby adopted and made a part of this Deed
of Trust.

FOURTH: Beneficiary may, from time to time, as
provided by statute, or by a writing, signed and acknowledged

1 by him and recorded in the office of the County Recorder
2 of the County in which said land or such part thereof as
3 is then affected by this Deed of Trust is situated, appoint
4 another Trustee in place and stead of Trustee herein named,
5 and thereupon, the Trustee herein named shall be discharged
6 and Trustee so appointed shall be substituted as Trustee
7 hereunder with the same effect as if originally named Trustee
8 herein.

9 FIFTH: Trustor agrees to pay any deficiency arising
10 from any cause after application of the proceeds of the
11 sale held in accordance with the provisions of the covenants
12 hereinabove adopted by reference.

13 SIXTH: The rights and remedies hereby granted
14 shall not exclude any other rights or remedies granted by
15 law, and all rights and remedies granted hereunder or
16 permitted by law shall be concurrent and cumulative. A
17 violation of any of the covenants herein expressly set forth
18 shall have the same effect as the violation of any covenant
19 herein adopted by reference.

20 SEVENTH: In the event of any tax or assessment
21 on the interest under this Deed of Trust it will be deemed
22 that such taxes or assessments are upon the interest of
23 the Trustor, who agrees to pay such taxes or assessments
24 although the same may be assessed against the Beneficiary
25 or Trustee.

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

NINTH: In the event of a default in the performance
or payment under this Deed of Trust or the security for
which this Deed of Trust has been executed, any notice given
under Section 107.080 N.R.S. shall be given by registered
letter to the Trustor(s) at the address
herein, P. O. Box 444, Eureka, NV 89316 and such
notice shall be binding upon the Trustor(s), and any
Assignee(s), or Grantee(s) from the Trustor(s).

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

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

Calvin Beveridge
CALVIN BEVERIDGE

Diana F. Cody
DIANA F. CODY

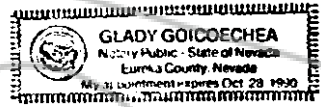
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STATE OF NEVADA)
) ss.
County of Eureka)

On this 29th day of December, 19 89, before me, a Notary Public, appeared CALVIN BEVERIDGE, an unmarried man, and DIANA P. CODY, an unmarried woman known to me to be the persons described in and who acknowledged that they executed the above instrument.

Gladys Goicoechea
NOTARY PUBLIC



RECORDED AT THE REQUEST OF
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Family Title
90 JAN 9 P438
Company
OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
M.M. REBALEA, REC'D
FILE NO. FEE \$9.00

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