

132370

THIS DEED OF TRUST, made this 21st day of February, 1990  
between LUCILLE M. O'BRIEN, an unmarried woman and KEVIN R. O'BRIEN, a single man  
as joint tenants

\_\_\_\_\_ herein called GRANTOR or TRUSTOR,  
whose mailing address is \_\_\_\_\_

CROSS ESCROW & TRUST DEED CO; a NEVADA company, herein called Trustee, and  
BEN JAFFEY and ROSE Jaffey husband and wife as joint tenants

WITNESSETH THAT WHEREAS Trustor has borrowed and received from Beneficiary in lawful money of the United States the sum of 16,900.00  
SIXTEEN THOUSAND NINE HUNDRED AND NO/100 DOLLARS,

and has agreed to repay the same, with interest, to Beneficiary in lawful money of the United States according to the terms of a promissory note of even date herewith, executed and delivered thereto by Trustor.

NOW, THEREFORE, for the purpose of securing each agreement of the Trustor herein contained including payment of the said promissory note and of any money with interest thereon that may be advanced by or otherwise become due to Trustee or Beneficiary under the provisions hereof and for the purpose of securing payment of such additional sums as may hereafter be advanced for the account of Trustor by Beneficiary with interest thereon.

TRUSTOR irrevocably GRANTS AND TRANSFERS TO TRUSTEE, in TRUST WITH POWER OF SALE, all that property in Eureka County, Nevada, described as

The West Half (W 1/2) of the Northeast Quarter (NE 1/4) of Section 21, Township 31 North, Range 48 East, M.D.B. & M., Eureka County, Nevada.

TOGETHER WITH all appurtenances in which Trustor has any interest, including water rights benefiting said realty whether represented by shares of a company or otherwise, and

TRUSTOR ALSO ASSIGNS to Beneficiary all rents, issues and profits of said realty, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default, authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

TO HAVE AND TO HOLD said property upon and subject to the trusts and agreements herein set forth and incorporated herein by reference. The following covenants Nos. 1, 2, 3, 4, 5, 6, 7, 8 and 9 of NRS 107.030 are hereby adopted and made a part of this deed of trust. EXCEPT ONLY that the amounts agreed upon by the parties to this instrument with respect to covenants Nos. 2, 4 and 7 incorporated by reference of such trusts and agreements is respectively as follows: Covenant No. 2 \$ \_\_\_\_\_; Covenant No. 4, \_\_\_\_\_; Covenant No. 7, \_\_\_\_\_. Such provisions to incorporated shall have the same force and effect as though specifically set forth and incorporated verbatim in this deed of trust.

THE UNDERSIGNED TRUSTOR REQUESTS that a copy of any notice of default and any notice of sale hereunder be mailed to him at the address hereinafter set forth the FITNESS WHEREOF, Grantor has executed this instrument

Signature of Trustor

Kevin R. O'Brien  
KEVIN R. O'BRIEN


Lucille M. O'Brien  
LUCILLE M. O'BRIEN

STATE OF NEVADA }  
COUNTY OF Clark }  
On this 23rd day of February, 1990

personally appeared before me, a Notary Public in and for said County, LUCILLE M. O'BRIEN and KEVIN R. O'BRIEN

known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he she executed the same freely and voluntarily and for the uses and purposes herein mentioned.

WITNESS my hand and official seal:  
Clara Kabalan  
Notary Public in and for said County and State

(If executed by a corporation, the corporation form of acknowledgment must be used.)  
NOTARIAL SEAL  
 CLARA KABALAN  
Notary Public, State of Nevada  
COUNTY OF CLARK  
My Appointment Exp. May 1, 1991

Order No. 1830-NC When Recorded, Mail to  
Cross Escrow & Trust Deed CO.  
4225 S. Eastern Ave., #2, Las Vegas, Nevada  
89119

132370  
RECORDING OFFICE  
CLARK COUNTY  
FILE NO. 132370  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
800 2/10  
FILE 4/17  
30 MAY 22 P1:45  
Clara Kabalan  
Notary Public

BOOK 210 PAGE 437

See BK 246, Pg. 142 for Notice of Rescission  
See BK 217, Pg. 431 for Request for Notice  
See BK 238, Pg. 203 for Breach & Election to Settle