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DEED OF TRUST

THIS DEED OF TRUST, made this 31st day of May, 1990, by and between JOHN C. MARILUCH and SANDRA K. MARILUCH, husband and wife, as Trustor, and STEWART TITLE OF NORTHEASTERN NEVADA, A Nevada Corporation, dba FRONTIER TITLE COMPANY, as Trustee, and EDWARD B. ANDERSON and JERRY LEE ANDERSON, an unmarried man, as Joint Tenants, 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:

Lot 2 shown on that certain Parcel Map of Lot 4 of Lot 2 for JERRY ANDERSON and EDWARD ANDERSON, filed in the office of the County Recorder of Eureka County, Nevada, as File Number 118062, located in a portion of Lot 16 of Section 29, TOWNSHIP 20 NORTH, RANGE 53 EAST, M.D.B.4M.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances therunto belonging or 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 all or any part of the property secured by this Deed of Trust be sold, conveyed,

LAW OFFICES
GARY D. FAIRMAN
A PROFESSIONAL CORPORATION
757 AVENUE G, P. O. BOX 8
ELY, NEVADA 89301
(702) 369-3422

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1 transferred, or exchanged, then the note of even date secured
2 hereby shall become immediately due and payable at the option of
the holder of said note.

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

5 As security for the payment of Eleven Thousand Five
6 Hundred Dollars (\$11,500.00) in lawful money of the United States
7 of America, with interest thereon in like money and with expenses
8 and counsel fees according to the terms of the Promissory Note or
9 Notes for said sum executed and delivered by the Trustor to the
10 Beneficiary; such additional amounts as may be hereafter loaned
11 by the Beneficiary or his successor to the Trustor or any of
12 them, or any successor in interest of the Trustor, with interest
13 thereon, and any other indebtedness or obligation of the Trustor
14 or any of them, and any present or future demands of any kind or
15 nature which the Beneficiary, or his successor, may have against
16 the Trustor or any of them, whether created directly or acquired
17 by assignment; whether absolute or contingent; whether due or
18 not, or whether otherwise secured or not, or whether existing at
19 the time of the execution of this instrument, or arising
20 thereafter; also as security for the payment and performance of
21 every obligation, covenant, promise or agreement herein or in
22 said note or notes contained.

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

28 AND THIS INDENTURE FURTHER WITNESSETH:

29 FIRST: The Trustor promises and agrees to pay when due
30 all claims for labor performed and materials furnished for any
31 construction, alteration or repair upon the above-described
32 premises; to comply with all laws 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 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 (\$11,500.00
44 amount of insurance), 3, 4 (interest 10.5% per annum), 5, 6, 7
45 (counsel fees 15%) and 8 of N.R.S. 107.030, are hereby adopted
46 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

1 affected by this Deed of Trust is situated, appoint another
2 Trustee in place and stead of Trustee herein named, and
3 thereupon, the Trustee herein named shall be discharged and
4 Trustee so appointed shall be substituted as Trustee hereunder
5 with the same effect as if originally named Trustee herein.

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

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

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

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

24 NINTH: In the event of a default in the performance or
25 payment under this Deed of Trust or the security for which this
26 Deed of Trust has been executed, any notice given under Section
27 107.080 N.R.S. shall be given by registered letter to the
28 Trustor(s) at the address herein, P.O. Box 771
29 EUREKA, NV 89316

30 and such notice shall be binding upon the Trustor(s),
31 Assignee(s), or Grantee(s) from the Trustor(s).

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

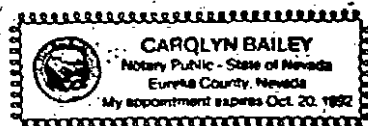
IN WITNESS WHEREOF, the Trustor has executed these
presents the day and year first above written.

John C. Mariluch
JOHN C. MARILUCH

Sandra K. Mariluch
SANDRA K. MARILUCH

STATE OF NEVADA,)
County of Eureka) ss.

On this 31st day of May, 1990, before me, a
Notary Public, appeared JOHN C. MARILUCH and SANDRA K. MARILUCH,
husband and wife, known to me to be the persons described in and
who acknowledged that they executed the above instrument.



Carolyn Bailey
NOTARY PUBLIC

-3 and last-

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BOOK 210 PAGE 557
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Co.
EUCLER COUNTY RECORDER
P.M. REBALEATL RECORDER
FILE NO. 132433 FEE \$6

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