

THIS DEED OF TRUST, made this first day of August, 1990

by and between Dena M. Donner, an unmarried person

as Grantor, and Frontier Title Company as Trustee, and Mark W.

Grasso and Anthony M. Grasso, Brothers, ~~xxxxxx~~, as

joint tenants with right of survivorship and not as tenants in

common, of 85 Vista Grande, Beneta, California 94510 ! Beneficiary.

W I T N E S S E T H :

That Grantor hereby grants, transfers and assigns to

the Trustee in trust, with power of sale, all of the following

described real property situate in the County of Eureka, state of

Nevada, more particularly described as follows, to-wit:

All that certain real property situate in the

County of Eureka, State of Nevada, more

particularily described as follows:

Lot 3, of Lot 3 as shown on that certain Parcel Map and Record

of Survey for Mark W. Grasso, filed in the Office of the

County Recorder of Eureka County, Nevada, on November 21,

1983 as Document # 90998, a portion of the E. & S. 17, T. 20N.,

R. 53E., M. D. B. & M. Assessors Parcel # 7-396-13.

EXCEPTING THEREFROM all the oil and gas in an

under said land, reserved by the United States

of America in Patent, recorded April 15, 1966,

in Book 10, Page 331, official Records, Eureka

County, Nevada. Together with all buildings and

improvements thereon.

TOGETHER with the tenements, hereditaments, and

appurtenances thereunto belonging or in anywise

appertaining, and the reversion and reversions,

remainder and remainders, rents, issues and

profits thereof.

TO HAVE AND TO HOLD the same unto said Trustee and its

successors, in trust, to secure the performance of the following

obligations, and payment of the following debts: the obligation for which

this instrument is security may not assured by another person or entity without express written

approval of the Beneficiary hereof.

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1 ONE: Payment of an indebtedness evidenced by a certain
 2 Promissory Note dated 9 July, 1990, in the principal
 3 amount of \$16,500.00 with the interest thereon, expenses,
 4 attorney fees and other payments therein provided, executed and
 5 delivered by the Grantor payable to the Beneficiary or order, and
 6 any and all extensions or renewals thereof.
 7 TWO: Payment of such additional amounts as may be
 8 hereafter loaned by the Beneficiary to the Grantor or any
 9 successor in interest of the Grantor, with interest thereon,
 10 expenses and attorney fees, and any other indebtedness or
 11 obligation of the Grantor to the Beneficiary.
 12 THREE: Payment of all other sums with interest thereon
 13 becoming due or payable under the provisions hereof to either
 14 Trustee or Beneficiary.
 15 FOUR: Payment, performance and discharge of each and
 16 every obligation, covenant, promise and agreement of Grantor
 17 herein or in said note contained and of all renewals, extensions,
 18 revisions and amendments of the above described notes and any
 19 other indebtedness or obligation secured hereby.
 20 To protect the security of this Deed of Trust, it is
 21 agreed as follows:
 22 1. The Beneficiary has the right to record notice that
 23 this Deed of Trust is security for additional amounts and obliga-
 24 tions not specifically mentioned herein but which constitute
 25 indebtedness or obligations of the Grantor for which the
 26 Beneficiary may claim this deed of Trust as Security.
 27 2. The Grantor shall keep the property herein
 28 described in good condition, order and repair; shall not remove,

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1 demolish, neglect, or damage any buildings, fixtures, improvements
2 or landscaping thereon or hereafter placed or constructed thereon;
3 shall not commit or permit any waste or deterioration of the land,
4 buildings, and improvements; and shall not do nor permit to be
5 done anything which shall impair, lessen, diminish or deplete
6 the security hereby given.
7 3. The following covenants, Nos. 1; @ ()
8 3; 4 (13 1/2 %); 5; 6; 7 (reasonable); 8; and 9 or N.R.S.
9 107.030 are hereby adopted and made a part of this Deed of Trust.
10 In connection with Covenant No. 6, it shall be deemed to include
11 and apply to all conditions, covenants and agreements contained
12 herein in addition to those adopted by reference, and to any and
13 all defaults of deficiencies in performance of this Deed of Trust.
14 4. All payments secured hereby shall be paid in lawful
15 money of the United States of America.
16 5. The Beneficiary and any persons authorized by the
17 Beneficiary shall have the right to enter upon and inspect the
18 premises at all reasonable times.
19 6. In case of condemnation of the property subject
20 hereto, or any part thereof, by paramount authority, all of any
21 condemnation award to which the Grantor shall be entitled less
22 costs and expenses of litigation, is hereby assigned by the
23 Grantor to the Beneficiary, who is hereby authorized to receive,
24 and receipt for the same and apply such proceeds as received,
25 toward the payment of the indebtedness hereby secured, whether
26 due or not.
27 7. If default be made in the performance or payment of
28 the obligation, note or debt secured hereby or in the performance

1 of any of the terms, conditions and covenants of this Deed of
 2 Trust, or the payment of any sum or obligation to be paid here-
 3 under, or upon the occurrence of any act or event of default
 4 hereunder, and such default is not cured within thirty-five (35)
 5 days after written notice of default and of election to sell said
 6 property given in the manner provided by N.R.S. 107.080 as in
 7 effect on the date of this Deed of Trust, Beneficiary may declare
 8 all notes, debts and sums secured hereby or payable hereunder
 9 immediately due and payable although the date of maturity has not
 10 yet arrived.

11 8. The Promissary Note secured by this Deed of Trust
 12 is made a part hereof as if fully herein set out.

13 9. The commencement of any proceeding under the
 14 Bankruptcy or Insolvency laws by or against the grantor or the
 15 maker of the note secured hereby; or the appointment of receiver
 16 for any of the assets of the grantor hereof or the maker of the
 17 Note secured hereby of a general assignment for the benefit of
 18 creditors, shall constitute a default under this Deed of Trust.

19 10. The rights and remedies herein granted shall not
 20 exclude any other rights or remedies granted by law, and all
 21 rights or remedies granted hereunder of permitted by law shall be
 22 concurrent and cumulative.

23 11. All the provisions of this instrument shall insure
 24 to and bind the heirs, legal representatives, successors and
 25 assigns of each party hereto respectively as the context permits.
 26 All obligations of each grantor hereunder shall be joint and
 27 several. The word "Grantor" and any reference thereto shall
 28 include the masculine, feminine and neuter genders and the

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1 singular and plural, as indicated: by the context and number of

2 parties hereto.

3 12. Any notice given to grantor under Section 107.080

4 of N.R.S. in connection with this Deed of Trust shall be given by

5 registered or certified letter to the grantor addressed to the

6 address set forth near the signatures on this Deed of Trust, or

7 at such substitute address as grantor may direct in writing to

8 Beneficiary and such notice shall be binding upon the grantor and

9 all assignees or grantees of the grantor.

10 13. It is expressly agreed that the trusts created

11 hereby are irrevocable by the grantor.

12 IN WITNESS WHEREOF! The grantor has executed these

13 presents the day and year first above written.

15 GRANTOR:

16 *Dena M. Donner*
17 Dena M. Donner

BENEFICIARY:

18 *Anthony M. Donner*
19 Anthony M. Donner

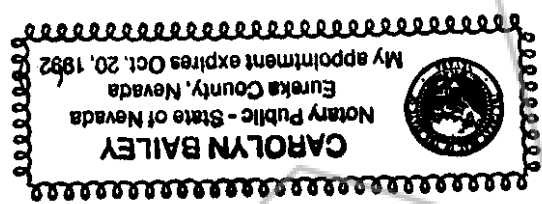
18 P. O. 790 Eureka, Nevada 89316

20 P. O. Box 112, Eureka, Nevada 89316

21 On this 6th day of August in the year 1990
22 before me, Carolyn Bailey, a Notary Public
23 in and for said state, personally appeared
24 Dena M. Donner, personally known to me to
25 be the person who executed the above instru-
26 ment, and acknowledged to me that she ex-
27 ecuted the same for purposes stated therein.

26 Notary Public

27 *Carolyn Bailey*



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133060

EUREKA COUNTY, NEVADA
M.N. REBAL/EA/TL. RECORDER
FILE NO. *900*

OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
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Earl Gammeter
90 AUG - 7 P 3:12