

DEED OF TRUST

133376

THIS DEED OF TRUST, made this 31st day of August, 1990, by and between JOED LINO, a single woman, as Trustor, and STEWART TITLE OF NORTHEASTERN NEVADA, dba FRONTIER TITLE COMPANY, as Trustee, and MARJORY ANN PASTORINO, a widow, as Beneficiary;

W I T N E S S E T H :

That the said Trustor hereby grants, bargains, sells, conveys and confirms unto the said Trustee, and to its successors and assigns, with power to sell, the following described real property situate in the County of Eureka, State of Nevada, more particularly described as follows:

Parcel 20 as shown on that certain Parcel Map for DAVID A. PASTORINO filed in the office of the County Recorder of Eureka County, State of Nevada, on April 24, 1989, as File Number 127110, being a portion of Lot 13, Block C of RUBY HILL ESTATES SUBDIVISION, according to the official map thereof, filed in the office of the County Recorder of Eureka County, State of Nevada, on October 5, 1984, as File Number 96135 and amended May 15, 1985, as File Number 98941.

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

TOGETHER with any and all buildings and improvements situate thereon.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversions and reversions, remainder and remainders, rents, issues and profits thereof.

ROSS P. EARDLEY

ATTORNEY AT LAW

469 IDAHO STREET - P. O. BOX

ELKO, NEVADA 89801

(702) 738-4048

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Return to Escondido

1. The Trustor promises and agrees to properly care for and keep the property herein described, including any fences, buildings and other improvements thereon, in at least as good a condition of repair and maintenance as the same now are, subject to normal wear and tear, and to care for, protect and maintain any and all buildings situate thereon, and to otherwise protect and maintain said premises and not to commit nor permit any waste or deterioration thereof. The Trustor may make such alterations or improvements as she may desire

The Trustor hereby covenants and agrees:

the provisions of this Deed of Trust.

paid out, or advanced, by the Trustee, or by the Beneficiary, under hereby agreed or provided to be paid by the Trustor, or which may be any cause whatsoever, including the payment of all other monies payment of all other monies that may become due from the Trustor from secured by other mortgage or Deed of Trust and as security for the advance for her account, even though the said loan or advance may be them, may or shall hereafter loan or advance to the Trustor, or of any and all monies which the Beneficiary and Trustee, or either of This Deed of Trust is also given as security for the payment herein as though set forth in full herein.

writing designates. Said Note is hereby referred to and incorporated payable at Eureka, Nevada, or wherever else said Beneficiary in being executed by the Trustor herein to the said Beneficiary and installments, as more specifically set forth in said Note; said Note per annum, said principal sum and interest being payable in monthly \$8,500.00, bearing interest from the date thereof at the rate of 10% sory Note dated August 31, 1990, for the principal sum of herein expressed and as security for the payment of a certain Promis- successors and assigns, upon the trusts, covenants and agreements TO HAVE AND TO HOLD the same unto the Trustee, and to its

on said premises, so long as they do not lessen the value of said property, and the Trustor shall pay, when due, all claims for labor performed or material furnished thereon.

2. That the Beneficiary, or her duly authorized agents, shall at all reasonable times have the right to enter upon said premises and inspect the same.

3. The Trustor covenants, warrants and represents that the title conveyed is a fee simple absolute title, free and clear of all encumbrances; that she will forever warrant and defend the title to the premises above mentioned to the Trustee and Beneficiary and their successors and assigns, against all lawful claims and demands of all persons whomsoever.

4. The following covenants Nos. 1, 2 (\$ M/A), 3, 4 (10%), 5, 6, 7 (Reasonable), 8 and 9 of Section 107.030 NRS are hereby adopted and made a part of this Deed of Trust.

5. The reconveyance of this Deed of Trust shall be at the cost and expense of the Trustor, or such other persons entitled to reconveyance.

6. The acceptance by said Beneficiary of any payment of the indebtedness hereby secured shall not operate as a waiver by the Beneficiary of any default by the Trustor made previously to such payment in any of the covenants or agreements to be made, kept and performed by the Trustor herein provided.

7. The Trustor hereby covenants and agrees that neither the acceptance nor existence, now or hereafter, of any other security for the indebtedness secured hereby, nor the release thereof, shall operate as a waiver of the security of this Deed of Trust, nor shall this Deed of Trust, nor its satisfaction, nor a reconveyance made

proper parties.

other paper or document believed to be genuine and signed by the acting upon any statement, report, order, notice, request, consent or this Deed of Trust, and that said Trustee shall be fully protected in

done or omitted to be done, in good faith, under the provisions of sors in interest, shall not incur any liability on account of any act- 9. Said Trustor agrees that the said Trustee, or its succes-

of Trust.

this property, in order to enforce fully the provisions of this Deed

the request of the Beneficiary, may proceed anew with the sale of

such sale shall not exhaust the power of sale, and the Trustee, at

cially declared invalid or deemed by the Beneficiary to be invalid,

remaining provisions, and if any sale made hereunder shall be judi-

declared invalid, such decision shall not affect the validity of the

ment; that if any provision of this Deed of Trust be judicially

several covenants and agreements of all persons who sign this instru-

Trustor or Grantor herein shall be construed to be the joint and

singular and plural numbers; that the covenants and agreements of the

does include the masculine, feminine and neuter genders, and the

instrument, and any pronoun referring thereto, is intended to and

the words Trustor, Grantor, Trustee or Beneficiary, as used in this

tive parties hereto, and it is distinctly understood and agreed that

bind the legal representatives, successors and assigns of the respec-

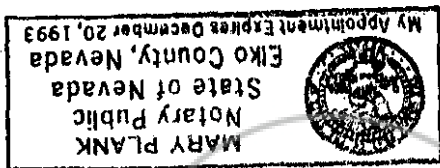
8. All the provisions of this instrument shall apply to and

hereafter acquired.

hereunder, operate as a waiver of such other security now held or

EUREKA COUNTY, NEVADA
M.N. REBALANCE RECORDS
FILE NO. FEE \$9.00

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OFFICIAL RECORDS
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NOTARY PUBLIC

Mary Plank

On this 21st day of August, 1990, personally appeared before me, a notary public, JOED LINO, personally known (or proved) to me to be the person whose name is subscribed to the above instrument, who acknowledged that she executed the instrument.

STATE OF NEVADA)
COUNTY OF EIKO)
: SS.

JOED LINO

Joed Lino

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