

ROSS P. EARDLEY
ATTORNEY AT LAW
469 IDAHO STREET - P.O. BOX 391
ELKO, NEVADA 89801

BOOK 217 PAGE 372

TOGETHER with the tenements, hereditaments and appur-
tenances thereunto belonging or appertaining, and the
reversion and reversions, remainder and remainders,
rents, issues and profits thereof.

TOGETHER with any and all buildings and improvements
situate thereon.

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

Nevada.
the Office of the County Recorder, Eureka County,
General Land Office on November 19, 1937, on file in
Townsite of Eureka, approved by the United States
and described on the Official Plat or Map of the
Lot 16, of Block 21, as the same are all delineated
North 1/2 of Lot 14, all of Lot 15 and South 1/2 of

follows:

the County of Eureka, State of Nevada, more particularly described as
with power to sell, the following described real property situate in
confirm unto the said Trustee, and to its successors and assigns,
That the said Trustors hereby grant, bargain, sell, convey and

W I T N E S S E T H :

vorship, as Beneficiaries;
B. VACCARO, husband and wife, as joint tenants with right of survi-
FRONTIER TITLE COMPANY, as Trustee, and CHARLES A. VACCARO and ESTHER
and wife, as Trustors, and STEWART TITLE OF NORTHEASTERN NEVADA, dba
1990, by and between JERRY L. MACHACEK and TRINA L. MACHACEK, husband

THIS DEED OF TRUST, made this 15th day of November,

DEED OF TRUST

134736

TO HAVE AND TO HOLD the same unto the Trustee, and to its successors and assigns, upon the trusts, covenants and agreements herein expressed and as security for the payment of a certain Promissory Note dated November 15, 1990, for the principal sum of \$10,395.00, bearing interest from the date thereof at the rate of 8% per annum, said principal sum and interest being all due and payable on or before November 1, 1991, as more specifically set forth in said Note; said Note being executed by the Trustors herein to the said Beneficiaries and payable at Eureka, Nevada, or wherever else said Beneficiaries in writing designate. Said Note is hereby referred to and incorporated herein as though set forth in full herein.

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

The Trustors hereby covenant and agree:

1. The Trustors promise and agree 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

Trustors may make such alterations or improvements as they may desire on said premises, so long as they do not lessen the value of said property, and the Trustors shall pay, when due, all claims for labor performed or material furnished thereon.

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

3. The Trustors covenant, warrant and represent that the title conveyed is a fee simple absolute title, free and clear of all encumbrances; that they will forever warrant and defend the title to the premises above mentioned to the Trustee and Beneficiaries and their successors and assigns, against all lawful claims and demands of all persons whomsoever.

4. The following covenants Nos. 1, 2 (\$ _____), 3, 4 (8%), 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 Trustors, or such other persons entitled to reconveyance.

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

7. The Trustors hereby covenant and agree 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

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 Trustors agree 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 Beneficiaries, 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 Beneficiaries 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- Trustors or Grantors herein shall be construed to be the joint and

singular and plural numbers; that the covenants and agreements of the and does include the masculine, feminine and neuter genders, and the

this instrument, and any pronoun referring thereto, is intended to the words Trustors, Grantors, Trustee or Beneficiaries, as used in

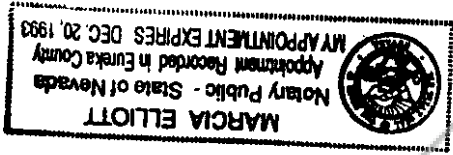
tive parties hereto, and it is distinctly understood and agreed that bind the legal representatives, successors and assigns of the respec-

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 this Deed of Trust, nor its satisfaction, nor a reconveyance made

EUREKA COUNTY, NEVADA
M.N. REBALANCE RECORDS
FILE NO. 134736
FEE \$900

BOOK 217 PAGE 372
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Franklin State Co.
90 NOV 19 AM 8:27



NOTARY PUBLIC

Marcia Elliott

On this 15th day of November, 1990, personally appeared before me, a notary public, JERRY L. MACHACEK and TRINA L. MACHACEK, personally known (or proved) to me to be the persons whose names are subscribed to the above instrument, who acknowledged that they executed the instrument.

STATE OF NEVADA)
COUNTY OF EUREKA)
: SS.
)

TRINA L. MACHACEK
Trina L. Machacek

JERRY L. MACHACEK
Jerry L. Machacek

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