

137205

136857

DEED OF TRUST

THIS DEED OF TRUST, made this ^{Tenth} ~~First~~ day of ^{May} ~~April~~ 1991

by and between Clyant A. Lowrey, P. O. Box 144, Eureka, Nevada, 89316
AS GRANITOR, and Frontier Title Company as Trustee
Gary L. Hall and Jonilynn Sepert-Hall, husband and wife, as joint tenants
and not as tenants in common, of 245 N. Fayette Drive, Fayetteville, Ga.,
30214, Beneficiary. W I T N E S S E T H :

The Grantor hereby grants, transfers and assigns to the
Trustee in trust, with power of sale, all of the following
described real property situated in the County of Eureka, State
of Nevada, more particularly described as follows:

TO WIT:

Parcel B, as shown on the amended parcel map for Gary and Jonilynn
Hall, Recorded June 3, 1988 in the Official Records of Eureka County,
State of Nevada, as File No. 118810, a portion of Lot 1, Parcel A, of
the Large Division Map of the E.1/2 S.17, T.20N., R.53E., M.D.B.&M..
Assessors parcel# 07-396-21
This Deed of Trust and the Debt for which it is security are not assumable
nor transferrable without express written approval from the Beneficiary hereof.

EXCEPTING THEREFROM, all the oil and gas rights in and to
said land, reserved by the United States in the original Patent,
recorded April 15, 1966, in Book 10, Page 10 of the Official Records
Eureka County, Nevada. Together with all other rights and improve-
ments thereon.

TOGETHER with the tenements, easements and appurtenan-
ces thereunto belonging or in any way appertaining, and the
reversion and reversions, and all other rights, claims, remainders, rents,
issues and profits thereof

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1 TO HAVE AND TO HOLD the same unto said Trustee
2 and its successors, in trust, to secure the performance of
3 the following obligations, and payment of the following debts:

4 ONE: Payment of an indebtedness evidenced by a
5 certain Promissory Note dated April 1991, in
6 the principal amount of \$12,000.00, with interest
7 thereon, expenses, attorney fees and other payments therein
8 provided, executed and delivered by the Grantor, payable to
9 the Beneficiary or order and any and all extensions or renewals
10 thereof.

11 TWO: Payment of such additional amounts as may
12 be hereafter loaned by the Beneficiary to the Grantor, with
13 interest thereon, expenses and attorney fees, and any other
14 indebtedness or obligation of the Grantor to the Beneficiary.

15 THREE: Payment of all other sums with interest
16 thereon becoming due or payable under the provisions hereof
17 to either Trustee or Beneficiary.

18 FOUR: Payment, performance and discharge of each
19 and every obligation, covenant, promise and agreement of Grantor
20 herein or in said note contained and of all renewals, extensions,
21 revisions and amendments of the above described notes and any
22 other indebtedness or obligation secured hereby.

23 To protect the security of this Deed of Trust,
24 it is agreed as follows:

25 1. The Beneficiary has the right to record notice
26 that this Deed of Trust is security for additional amounts
27 and obligations not specifically mentioned herein but which

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1 constitute indebtedness or obligations of the Grantor for which
2 the Beneficiary may claim this Deed of Trust as Security.

3 2. The Grantor shall keep the property herein
4 described in good condition, order and repair; shall not remove,
5 demolish, neglect, or damage any buildings, fixtures, improvements
6 or landscaping thereon hereafter placed or constructed thereon,
7 shall not commit or permit any waste or deterioration of the
8 land, buildings, and improvements; and shall not do nor to
9 be done anything which shall impair, lessen, diminish or deplete
10 the security hereby given.

11 3. The following covenants, Nos. 1; at (_____):
12 2; 3; 4; 5; 6; 7 (reasonable); 8; and 9 or N.R.S.
13 107.030 are hereby adopted and made a part of this Deed of
14 Trust. In connection with Covenant No. 6, it shall be deemed
15 to include and apply to all conditions, covenants and agreements
16 contained herein in addition to those adopted by reference,
17 and to any and all defaults of deficiencies in performance
18 of this Deed of Trust.

19 4. All payments secured hereby shall be paid
20 in lawful money of the United States of America.

21 5. The Beneficiary and any persons authorized
22 by the Beneficiary shall have the right to enter upon and inspect
23 the premises at all reasonable times.

24 6. In case of condemnation of the property subject
25 hereto, or any part thereof, by paramount authority, all of
26 any condemnation award to which the Grantor shall be entitled
27 less costs and expenses of litigation, is hereby assigned

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1 by the Grantor to the Beneficiary, who is hereby authorized
2 to receive and receipt for the same and apply such proceeds
3 as received, toward the payment of the indebtedness hereby
4 secured, whether due or not.

5 7. If default be made in the performance or pay-
6 ment of the obligation, note or debt secured hereby or in the
7 performance of any of the terms, conditions and covenants of
8 this Deed of Trust, or the payment of any sum or obligation
9 to the paid hereunder, or upon the occurrence of any act or
10 event of default hereunder, and such default is not cured within
11 thirty-five (35) days after written notice of default and of
12 election to sell said property given in the manner provided
13 by N.R.S. 107.080 as in effect on the date of this Deed of
14 Trust, Beneficiary may declare all ntes, debts and sums secured
15 hereby or payable hereunder immediately due and payable although
16 the date of maturity has not yet arrived.

17 8. The Promissory Note secured by this Deed of
18 Trust is made a part hereof as if fully herein set out.

19 9. The commencement of any proceeding under
20 the Bankruptcy or Insolvency laws by or against the Grantor
21 or the maker of the note secured hereby; or the appointment
22 of receiver for any of the assets of teh Grantor hereof or
23 the maker of the Note secured hereby of a general assignment
24 for the benefit of creditors, shall constitute a default under
25 this Deed of Trust. The obligation for which this Deed of
26 Trust is security may NOT be assumed by another person or entity
27 without express written approval of the Beneficiary hereof.

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1 10. The and rights and remedies herein granted
2 shall not exclude any other rights and remedies granted by law,
3 and all rights or remedies granted hereunder or permitted by
4 law shall be concurrent and cumulative.

5 11. All the provisions of this instrument shall
6 insure to and bind the heirs, legal representatives, successors
7 and assigns of each party hereto respectively as the context
8 permits. All obligations of each Grantor hereunder shall be
9 joint and several. The "Grantor" and any reference thereto
10 shall include the masculine, feminine and neuter genders and
11 the singular and plural, as indicated by the context and number
12 of parties hereto.

13 12. Any notice given to Grantor under Section
14 107.080 of N.R.S. in connection with this Deed of trust shall
15 be given by registered or certified letter to the Grantor
16 addressed to the address set forth near the signatures on the
17 Deed of Trust, or at such substitute address as Grantor may
18 direct in writing to Beneficiary and such notice shall be
19 binding upon the Grantor and all assignees or grantees of the
20 Grantor.

21 13. It is expressly agreed that the trusts created
22 hereby are irrevocable by the Grantor.

23 14. This Deed of Trust and the Obligation for which it is
24 security are NOT assumable or transferable without express written approval
25 from the Beneficiary hereof.

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IN WITNESS WHEREOF: The Grantor has executed these presents the day and year first written above.

Grantor:

Beneficiary:

Clyant A. Lowrey
Clyant A. Lowrey

Gary L. Hall
Gary L. Hall

Jonilynn Sepert-Hall
Jonilynn Sepert-Hall

address:

address:

PO Box 144
Eureka, NV 89316

245 N. FALETTE DR
FALETTEVILLE, GA 30214

Notary:

Gladys Goicoechea

SWORN TO AND SUBSCRIBED BEFORE ME
This 10th DAY OF MAY 1991

GLADY GOICOECHEA
Notary Public - State of Nevada
Appointment Recorded in Eureka County
MY APPOINTMENT EXPIRES OCT. 28, 1994

NOTARY PUBLIC
MY COMMISSION EXPIRES
Notary Public, DeKalb County, Georgia
My Commission Expires Feb. 1, 1992



BOOK 223 PAGE 548
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Earl Rasmussen
91 JUN 27 P4:37

EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. 137205
FEES \$10.00

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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Clyant A. Lowrey
91 JUN 10 P1:29

EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. 136857
FEES \$10.00

136857

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