

137343

COMBINED REAL AND PERSONAL PROPERTY
DEED OF TRUST WITH ASSIGNMENT OF RENTS

Order No. _____

THIS DEED OF TRUST, made this _____ day of _____, 1991

Ronald A. Carrion, a married man

between

, TRUSTOR,

whose address is P.O. Box 159, Eureka, Nevada 89316
(Number and Street) (City)

(State/Zip)

First Nevada Title Company, a Nevada corporation,

TRUSTEE, and

Ted R. Carrion and Mary R. Carrion, husband and wife, as joint , BENEFICIARY,
tenants

WITNESSETH: That Trustor grants to trustee in trust, with power of sale, that property in the

County of Eureka

State of NEVADA described as:

Lots 7 & 8 in Block 22, as shown on the plat of the town of Eureka, filed in the Office of the County Recorder of Eureka County, Nevada, together with all appurtenances thereon.

EXCEPTING THEREFROM, all of the mineral, oil, and gas rights on the property;

Assessor's Parcel No. 1-102-05.

This combined Real and Personal Property Deed of Trust includes all that personal property, furniture, fixtures, and equipment described on Exhibit A attached hereto and made a part hereof plus all inventory located on the business premises of the described real property.

In the event the Trustor sells, conveys or alienates the within described real property or contracts to sell, convey or alienate, or is divested of title in any other manner without the approval of an assumption of this obligation by the Beneficiary being first obtained, Beneficiary shall have the right to declare the unpaid balance due and payable in full, irrespective of the maturity date expressed on the note secured hereby.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of the sum of \$ 200,000.00 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; and (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious Deed of Trust recorded in the office of each County Recorder in the State of Nevada on January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	DOC. NO.	COUNTY	BOOK	PAGE	DOC. NO.
Churchill	39 Mts. Tracts	383	115364	Lyon	37 Off. Rec.	341	45902
Clark	850 Off. Rec.		642747	Mineral	11 Off. Rec.	129	100561
Douglas	57 Off. Rec.	115	40050	Nye	105 Off. Rec.	107	89073
Ebo	92 Off. Rec.	652	35747	Ormsby	72 Off. Rec.	537	04823
Esmeralda	3 X Deeds	195	35322	Pershing	11 Off. Rec.	248	32867
Eureka	22 Off. Rec.	136	45941	Storey	15 Mts. Tracts	206	66107
Humboldt	26 Off. Rec.	124	131075	Washoe	300 Off. Rec.	517	31508
Lander	24 Off. Rec.	168	50782	White Pine	295 R.E. Records	258	107192

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address above set forth.

STATE OF NEVADA

County of Eureka

) ss.

Signature of Trustor

On July 19, 1991

personally appeared before me, a Notary Public,

Ronald A. Carrionwho acknowledged that Joan Shangle executed the above instrument.

Notary Public

When Recorded Mail

JOAN SHANGLE
Notary Public - State of Nevada
Appointment Recorded in Eureka County
MY APPOINTMENT EXPIRES DEC 20, 1993

FOR RECORDER'S USE

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EXHIBIT A

55 Chairs

12 Tables

1 Star Metal Sandwich Box HH-365097-A

1 Taylor Ice Cream Maker

1 Schaffer Milk Dispenser

1 Portland Microwave Oven 90600438

1 Riccar Microwave 40400273

1 Hotpoint Freezer HVF 16EA

1 Fry Master Deep Fryer 88CAFA0207 - GAS

1 Wolf Broiler 22382 - 374

1 U.S. Range 30-2100-378

1 U.S. Royacite Preparation Table 3078-29A

1 Unvex Slicer 4286

1 Norlake Walkin Freezer 037461

3 Food Racks

1 Cigarette Machine 42876

1 Valley Pool Game 7682

1 Manitowac Ice Maker 84485357

1 Shear Beer Cooler 4604602

1 Kingstron DX 264 Cash Register

1 Kenmore Clothes Dryer

1 Kenmore Clothes Washer

1 EB White Walnut Bar circa 1868

1 Cherrywood Back Bar circa 1870

1 Echo Star Satellite System

2 televisions

1 recorder

1 dish

1 remote control

EXHIBIT A
Page Two

- 1 Beer Walkin and Compressor (Portable)
- 2 Executive Desks
- 2 Chairs
- 1 Panasonic Typewriter
- 1 Wall Safe circa 1900
- 1 Mosler Bahmann Safe circa 1890

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OFFICIAL RECORD
RECORDED AT THE REQUEST OF
Ronald Carrion
'91 JUL 19 P4:31

EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES 7.00

137313

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