

137343

Order No. _____

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

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

between

Ronald A. Carrion, a married man

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 tenants, BENEFICIARY.

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 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 Mortgage	383	115364	Lyon	37 Off Rec.	341	45902
Clerk	650 Off Rec.		682747	Mineral	11 Off Rec.	129	100581
Douglas	57 Off Rec.	115	40050	Nye	105 Off Rec.	107	89073
Ebo	92 Off Rec.	652	35747	Ormsby	72 Off Rec.	537	32867
Esmeralda	3-X Deeds	195	35322	Pershing	11 Off Rec.	248	66107
Eureka	22 Off Rec.	138	45941	Storey	5 Mortgage	206	31508
Humboldt	28 Off Rec.	124	131075	Washoe	300 Off Rec.	517	107192
Lander	24 Off Rec.	168	50782	White Pine	295 R.E. Records	258	

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 hereto, 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 as his address above set forth.

STATE OF NEVADA

County of Eureka

} ss.

Signature of Trustor

Ronald Carrion

On July 19, 1991

personally appeared before me, a Notary Public,

Ronald A. Carrion

who acknowledged that he executed the above instrument.

Joan Shangle Notary Public

JOAN SHANGLE
Notary Public - State of Nevada
Appointment Recorded in Eureka County
MY APPOINTMENT EXPIRES DEC 31, 1993

When Recorded Mail

FOR RECORDER'S USE
BOOK 224 PAGE 182

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

BOOK 224 PAGE 182
OFFICIAL RECORD
RECORDED AT THE REQUEST OF
Ronald Carrion
'91 JUL 19 P4:31

EUREKA COUNTY, NEVADA
M.N. REBATEABLE RECORD
FILE NO. FEES \$7.00

137313

BOOK 224 PAGE 184