

138450

DEED OF TRUST

THIS DEED OF TRUST, made this 6th day of November, 1991, by and between BRIAN C. McGUIRE and SUSAN G. McGUIRE, husband and wife, as Trustors, and STEWART TITLE OF NORTHEASTERN NEVADA, dba FRONTIER TITLE COMPANY, as Trustee, and PERDRIAU INVESTMENTS CORP., a California corporation, as Beneficiary;

W I T N E S S E T H:

That the said Trustors hereby grant, bargain, sell, convey and confirm 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:

TOWNSHIP 31 NORTH, RANGE 50 EAST, MDB&M.

Section 31: N $\frac{1}{2}$ SW $\frac{1}{4}$

EXCEPTING THEREFROM all petroleum, oil, natural gas, and products derived therefrom lying in and under said land as reserved by Southern Pacific Company in Deed recorded April 23, 1959, in Book 25, Page 290, Deed Records, Eureka County, Nevada.

FURTHER EXCEPTING THEREFROM all minerals, royalties, mineral rights, mineral deposits, oil and gas, and oil and gas rights, and coal lying in and under said land as reserved by EARL EDGAR and DELORES EDGAR, his wife, doing business as ITCAINA LIVESTOCK in Deed recorded June 27, 1977, in Book 60, Page 47, Official 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 reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the same unto the Trustee, and to its successors and assigns, upon the trusts, covenants and agreements

-1-  
ROSS P. EARDLEY  
ATTORNEY AT LAW  
469 IDAHO STREET - P. O. BOX 391  
ELKO, NEVADA 89801

(702) 738-4046

BOOK 228 PAGE 25

43175-P.A.

herein expressed and as security for the payment of a certain Promis-  
sory Note dated November 6, 1991, 1991, for the principal sum of  
\$6,500.00, bearing interest from the date thereof at the rate of 9%  
per annum, said principal sum and interest being payable in monthly  
installments, as more specifically set forth in said Note; said Note  
being executed by the Trustors herein to the said Beneficiary and  
payable at Eureka, Nevada, or wherever else said Beneficiary in writ-  
ing designates. 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 Beneficiary 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 Beneficiary, 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 Beneficiary, or its 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 Beneficiary and their successors and assigns, against all lawful claims and demands of all persons whomsoever.

4. The following covenants Nos. 1, 2 (\$REPLACEMENT VALUE), 3, 4(9%), 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 Beneficiary of any payment of the indebtedness hereby secured shall not operate as a waiver by the Beneficiary 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 this Deed of Trust, nor its satisfaction, nor a reconveyance made hereunder, operate as a waiver of such other security now held or hereafter acquired.

8. All the provisions of this instrument shall apply to and bind the legal representatives, successors and assigns of the respec-

tive parties hereto, and it is distinctly understood and agreed that the words Trustors, Grantors, Trustee or Beneficiary, as used in this instrument, and any pronoun referring thereto, is intended to and does include the masculine, feminine and neuter genders, and the singular and plural numbers; that the covenants and agreements of the Trustors or Grantors herein shall be construed to be the joint and several covenants and agreements of all persons who sign this instrument; that if any provision of this Deed of Trust be judicially declared invalid, such decision shall not affect the validity of the remaining provisions, and if any sale made hereunder shall be judicially declared invalid or deemed by the Beneficiary to be invalid, such sale shall not exhaust the power of sale, and the Trustee, at the request of the Beneficiary, may proceed anew with the sale of this property, in order to enforce fully the provisions of this Deed of Trust.

9. Said Trustors agree that the said Trustee, or its successors in interest, shall not incur any liability on account of any act done or omitted to be done, in good faith, under the provisions of this Deed of Trust, and that said Trustee shall be fully protected in acting upon any statement, report, order, notice, request, consent or other paper or document believed to be genuine and signed by the proper parties.

10. The Trustors, so long as there is any balance owing in connection with this Deed of Trust, shall not sell, assign or transfer any interest in the property described herein, nor permit any assumption of the debt herein secured, without first obtaining the written consent of the Beneficiary. If all or any part of the property herein described, or any interest therein, is sold or transferred by the Trustors without the Beneficiary's prior written consent, the Beneficiary may, at its option, declare all sums secured by this Deed of Trust to be immediately due and payable.

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

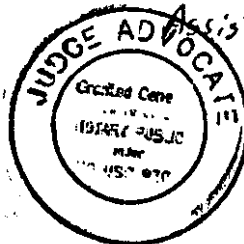
Brian C. McGuire  
BRIAN C. MCGUIRE

Susan G. McGuire  
SUSAN G. MCGUIRE

STATE OF California )  
                                  : SS.  
COUNTY OF Merced )

On this 28<sup>th</sup> day of October, 1991, personally appeared before me, a notary public, BRIAN C. MCGUIRE and SUSAN G. MCGUIRE, 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.

Edward H. Thompson  
NOTARY PUBLIC Edward H. Thompson, Capt, USA  
Assistant State Judge Advocate



BOOK 228 PAGE 125  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
Frontier Title  
Co.  
91 NOV -6 P2:15

EUREKA COUNTY, NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO.                    FEE \$ 9.00  
138450