

140284

140791 A

AMENDED  
DEED OF TRUST

THIS DEED OF TRUST made this 20 day of March, 1992,  
by and between JUDY LYNN BUFFINGTON and GERALD WYATT HALE, joint  
tenants, ("TRUSTORS"); FIRST AMERICAN TITLE COMPANY ("TRUSTEE"); and  
AARON BUFFINGTON and ETHEL BUFFINGTON ("BENEFICIARIES").

WITNESSETH:

The Trustors hereby grant, convey and confirm unto Trustee,  
in trust with power to sell, all of that certain lot, piece or parcel  
of land situated in the County of Eureka, State of Nevada, more  
particularly described as follows:

AB.  
EMB  
JWB  
JAB.  
*acknowledged change*

*Parcel 3 Lot 2*  
Parcel ~~X~~ of Lot ~~X~~, Section 18, Township 21N,  
Range 53E RDB&M.

TOGETHER WITH any and all buildings and  
improvements thereon.

TOGETHER WITH tenements, hereditaments and  
appurtenances thereunto belonging or in  
anywise appertaining, and the reversion and  
reversions, remainder and remainders, rents,  
issues and profits thereof.

To secure the payment of a Promissory Note of even date  
herewith made by Trustors to Beneficiaries in the principal sum of  
Six Thousand Two Hundred Fifty and 00/100 DOLLARS (\$6,250.00) with  
interest, expenses, charges and attorney fees as therein provided and  
to secure payment as performance of every obligation and term of this  
instrument.

I.

Covenants numbers 1, 3, 4 (interest at 10%), 5, 6, 7 (a  
reasonable attorney fee), 8 and 9 of NRS 107.030 are hereby adopted  
and made a part of this Deed of Trust.

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II.

As additional security, Trustors irrevocably give to Beneficiaries the right to collect the rents, issues and profits of the said property and of any personal property located thereon, with or without taking possession of the property; reserving, however, to the Trustors the right to possession and the right to collect the rents, issues and profits whenever there does not exist any default in performing the obligations secured hereby.

III.

Should the Trustors be or become in default under any Deed of Trust or other instrument constituting a lien on the aforesaid real property, the whole sum, principal and interest on the note secured hereby shall become immediately due at the option of the Trustee or Beneficiaries.

IV.

The parties acknowledge that this Deed of Trust and the Grant, Bargain and Sale Deed are subordinate to a Deed of Trust recorded in Book 121, page 199 of the official records of Eureka County, executed February 1, 1984. The parties agree that should Beneficiaries hereunder default under that Deed of Trust, Trustors herein shall have the right to pay all charges of said default and shall be credited herein with having done the same.

V.

In the event of default and the sale of the property hereby conveyed, Trustors promise to pay any deficiency between the amount realized on said sale and the obligations secured hereby and agree that suit may be maintained for said deficiency.

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2.

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VI.

Trustors agree to pay and discharge all governmental and other liens and levies on said premises and maintain the property and improvements hereon in the condition in which they now are, normal wear and tear accepted.

VII.

Neither any single, nor any combination of, the following shall adversely affect the rights of the Beneficiaries or the Trustee hereunder, nor relieve any person from any obligations under this instrument or on the note secured hereby, extension of time for payment of any sum or sums due, partial reconveyance, acceptance of any sum after the same is due, or after filing notice of breach and election to sell, joinder in granting any extension or subordination agreement.

VIII.

Beneficiaries shall be entitled to receive and apply upon the obligation secured hereby said sums as may be paid in any eminent domain proceedings affecting the premises, whether payment of said obligation is due or not; provided, however, that Beneficiaries shall not be entitled to receive said sum beyond the total amount of the obligation secured by this Deed of Trust. Should the property be sold in a private sale, all amounts due hereunder are due at time of sale.

IX.

The rights and remedies granted herein to Beneficiaries and Trustee shall be concurrent and cumulative and in addition to the rights and remedies otherwise granted by law.

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X.

Words used herein in any gender include all other genders, the singular includes the plural, and the plural the singular, where appropriate.

XI.

The provisions herein shall bind and run in favor of the heirs, executors, administrators, successors and assigns of the respective parties.


IN WITNESS WHEREOF, Trustors have executed this Deed of Trust the day and year first above written.

*Judy Lynn Buffington*  
\_\_\_\_\_  
JUDY LYNN BUFFINGTON

*Gerald W. Hale*  
\_\_\_\_\_  
GERALD WYATT HALE

STATE OF NEVADA )  
  :SS  
COUNTY OF EUREKA )


On March 20, 1992, personally appeared before me, a Notary Public, JUDY LYNN BUFFINGTON, who acknowledged to me that she executed the above instrument.

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

*Gladys Goicoechea*  
\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA )  
  :SS  
COUNTY OF EUREKA )

On March 20, 1992, personally appeared before me, a Notary Public, GERALD WYATT HALE, who acknowledged to me that he executed the above instrument.

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

*Gladys Goicoechea*  
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COPY

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OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Aaron Buffing*  
'92 Apr 30 P2:06

EUREKA COUNTY, NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. 140791A FEE \$ 9<sup>00</sup>

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