

LAW OFFICE OF
STEVE L. DOBRESCU
A PROFESSIONAL CORPORATION
P.O. Box 599
ELY, NEVADA 89301
(702) 289-4554

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DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 20th day of June, 1994, by and between D & D TIRE, INC., hereinafter called "TRUSTOR", and COW COUNTY TITLE COMPANY, a Nevada corporation, hereinafter called "TRUSTEE", and RURAL NEVADA DEVELOPMENT CORPORATION, hereinafter called "BENEFICIARY". (It is distinctly understood that the words "Trustor" and "Beneficiary" and the word "his" referring to the Trust or Beneficiary, as herein used, are intended to and do include the masculine, feminine and neuter genders and the singular and plural numbers as indicated by the context.)

W I T N E S S E S T H:

THAT WHEREAS, said TRUSTOR is justly indebted to said BENEFICIARY in the sum of One Hundred Fifty Thousand Dollars (\$150,000.00), legal tender of the United States of America, as evidenced by that certain Promissory Note of even date herewith, made and executed by said TRUSTOR.

That said TRUSTOR hereby grants, conveys and confirms unto said TRUSTEE in trust with power of sale, the following described real property, together with the buildings, structures and improvements thereon and everything appurtenant thereto, together with all rents, issues and profits of said premises, situate in the County of Eureka, State of Nevada, to-wit:

A parcel of land being a portion of Lot 2 of Parcel 2 as shown on that certain Parcel Map for William G. Oliver recorded in the Official Records of Eureka County September 20, 1983 as File No. 89171, situate within U.S. Government Lot 16, Section 29, Township 20 North, Range 53 East, M.D.B.&M., more particularly described as follows:

Lot 2 of that certain Parcel Map for Jerry and Edward Anderson recorded October 1, 1984 in the Office of the County Recorder of Eureka County, Nevada, as File No. 96027, Eureka County, Nevada records.

EXCEPTING AND RESERVING, also, to the United States all the oil and gas in the land so patented, and to it or persons authorized by it, the right to prospect for, mine and remove such deposits from the same upon compliance with the conditions and subject to the provisions and limitations of the Act of July 17, 1914, (38 Stat. 509), as reserved in the U.S. Patent recorded March 21, 1966 in Book 10 of Official Records, page 205 as File No. 41830, Eureka County, Nevada records.

Parcel No. 1993-1994: 07-380-35

TOGETHER WITH ALL AND SINGULAR the tenements, hereditaments and appurtenances thereunto belonging or anywise

1 appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title and interest, homestead or other claim or demand, as well in law as in equity, which the TRUSTOR now has or may hereafter acquire, in or to the said premises or any part thereof, with the appurtenances.

2 As additional security, TRUSTOR hereby assigns all rents from such property and gives to and confers upon BENEFICIARY the right, power and authority, during the continuance of these Trusts, to collect the rents, issues, and profits of said property, reserving unto TRUSTOR the right, prior to any default by TRUSTOR in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues, and profits as they become due and payable.

3 Upon any such default, BENEFICIARY may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as BENEFICIARY may determine.

4 The entering upon and taking possession of said property, the collection of such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5 TO HAVE AND TO HOLD the same unto the said TRUSTEE and its successors, upon the trusts hereinafter expressed:

6 As security for the payment of One Hundred Fifty Thousand Dollars (\$150,000.00), in lawful money of the United States of America, with interest thereon in like money and with expenses and counsel fees according to the terms of the Promissory Note or Notes for said sums executed and delivered by the TRUSTOR to the BENEFICIARY; such additional amounts as may be hereafter loaned by the BENEFICIARY or his successor to the TRUSTOR or any of them, or any successor in interest of the TRUSTOR, with interest thereon, and any other indebtedness or obligation of the TRUSTOR or any of them, and any present or future demands of any kind or nature which the BENEFICIARY, or his successor, may have against the TRUSTOR or any of them, whether created directly or acquired by assignment; whether absolute or contingent; whether due or not, or whether otherwise secured or not, or whether existing at the time of the execution of this instrument, or arising thereafter; also as security for the payment and performance of every obligation, covenant, promise or agreement herein or in said note or notes

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1 contained.

2 TRUSTOR grants to BENEFICIARY the right to record notice
3 that this Deed of Trust is security for additional amounts and
4 obligations not specifically mentioned herein but which constitute
5 indebtedness or obligations of the Trustor for which BENEFICIARY
6 may claim this Deed of Trust as security.

7 AND THIS INDENTURE FURTHER WITNESSETH:

8 FIRST: The TRUSTOR promises and agrees to pay when due
9 all claims for labor performed and materials furnished for any
10 construction, alteration or repair upon the above-described
11 premises; to comply with all laws affecting said property or
12 relating to any alterations or improvements that may be made
13 thereon; not to commit, suffer or permit any acts upon said
14 property in violation of any law, covenant, condition or
15 restriction affecting said property.

16 SECOND: The TRUSTOR promises to properly care for and
17 keep the property herein described in first-class condition, order
18 and repair; to care for, protect and repair all buildings and
19 improvements situate thereon; and otherwise to protect and preserve
20 the said premises and the improvements thereon and not to commit or
21 permit any waste or deterioration of said buildings and
22 improvements or of said premises. If the above described property
23 is farm land, TRUSTOR agrees to farm, cultivate and irrigate said
24 premises in a proper approved and husbandmanlike manner.

25 THIRD: The following covenants, Nos. 1, 2, \$150,000.00
26 (amount of insurance) 3, 4 9.5% per annum (interest), 5, 6, 7 fifteen
27 percent (15%) (counsel fees) and 8 of NRS 107.030 are hereby
28 adopted and made a part of this Deed of Trust.

29 FOURTH: BENEFICIARY may, from time to time, as provided
30 by statute, or by a writing, signed and acknowledged by him and
31 recorded in the office of the County Recorder of the county in
32 which said land or such part thereof as is then affected by this
33 Deed of Trust is situated, appoint another TRUSTEE in place and
34 stead of TRUSTEE herein named, and thereupon, the TRUSTEE herein
35 named shall be discharged and TRUSTEE so appointed shall be
36 substituted as TRUSTEE hereunder with the same effect as if
37 originally named TRUSTEE herein.

38 FIFTH: TRUSTOR agrees to pay any deficiency arising from
39 any cause after application of the proceeds of the sale held in
40 accordance with the provisions of the covenants hereinabove adopted
41 by reference.

42 SIXTH: The rights and remedies hereby granted shall not
43 exclude any other rights or remedies granted by law, and all rights
44 and remedies granted hereunder or permitted by law shall be
45 concurrent and cumulative. A violation of any of the covenants

1 herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.

2 SEVENTH: In the event of any tax or assessment on the interest under this Deed of Trust it will be deemed that such taxes or assessments are upon the interest of the TRUSTOR, who agrees to pay such taxes or assessments although the same may be assessed against the BENEFICIARY or TRUSTEE.

3 EIGHTH: All the provisions of this instrument shall inure to, apply, and bind the legal representatives, successors and assigns of each party hereto respectively.

4 NINTH: In the event of a default in the performance or payment under this Deed of Trust or the security for which this Deed of Trust has been executed, any notice given under Section 107.080 N.R.S. shall be given by registered letter to the TRUSTOR(S) at the address herein, P.O. Box 888, Tonopah, NV 89049, and such notice shall be binding upon the TRUSTOR(S), and any Assignee(s), or grantee(s) from the TRUSTOR(S).

5 TENTH: It is expressly agreed that the trusts created hereby are irrevocable by the TRUSTOR.

6 IN WITNESS WHEREOF, the TRUSTOR has executed these presents the day and year first above written.

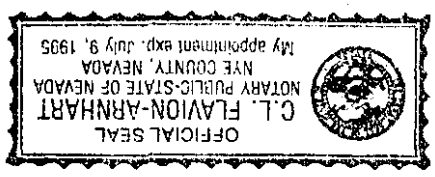
7 D & D TIRE INC.
8 By: Paul M. Martini MRS.
9 PAUL DIMARTINI, President

10 STATE OF NEVADA)
11) ss.)
12 County of Nye)

13 On this 20th day of June, 1994, personally appeared before me, a Notary Public for said County and State, PAUL DIMARTINI, president of D & D TIRE INC., known or proven to me to be the person described herein, who acknowledged to me that he executed the foregoing Deed of Trust freely and voluntarily and for the uses and purposes therein mentioned.

14 IN WITNESS WHEREOF, I have hereunder set my hand and affixed my official seal the day and year last above written.

15 C. L. Flavion-Arnhart
16 NOTARY PUBLIC



17 BOOK 270 PAGE | 49

19 20 21 22 23 24 25 26 27 28

COPY

BOOK 270 PAGE 150

BOOK 270 PAGE 146
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Cow County
94 JUN 21 P4:43
EUREKA COUNTY, NEVADA
M.N. REBALATI, RECORDER
FILE NO. 153149
FEE \$ 11.00