

THIS DEED OF TRUST, made this 6th day of July, 1994

by and between Noel D. and Loretta A. Moore, Joint Tenants

as Grantor, and Frontier Title Company as Trustee, and William

and Lynda Salles as Joint Tenants with Right of Survivorship,

of 631 Pleasanton Place, Oakdale, CA. 95361; Beneficiary.

W I T N E S S E T H :

That Grantor hereby grants, transfers and assigns to

the Trustee in trust, with power of sale, all of the following

described real property situate in the County of Eureka, State of

Nevada, more particularly described as follows, to-wit:

Parcel B of Lot 4, as shown on that Certain

Parcel Map for William and Lynda Salles, filed

in the Official Records of Eureka County, NV,

as Document # 117612, a portion of Parcel D.

of the Large Division Map of the E.S. 17,

T.20N., R.53E., M.D.B.&M..

Assessors Parcel #07-394-06. Including one

# \_\_\_\_\_ and one RDRL Trailer CCH, YR Model

1960, Class ak, VID# S4024EETFKNS.

EXCEPTING THEREFROM all the oil and gas in an

under said land, reserved by the United States

of America in Patent, recorded April 15, 1966,

in Book 10, Page 331, official Records, Eureka

County, Nevada and all minerals by William

and Lynda Salles.

Together with all buildings thereon.

TOGETHER with the tenements, hereditaments, and

appurtenances thereunto belonging or in anywise

appertaining, and the reversion and reversions,

remainder and remainders, rents, issues and

profits thereof.

TO HAVE AND TO HOLD the same unto said Trustee and its

successors, in trust, to secure the performance of the following

obligations, and payment of the following debts:

1 ONE: Payment of an indebtedness evidenced by a certain  
 2 Promissory Note dated 6 July, 1994, in the principal  
 3 amount of \$ 19,550.00 with the interest thereon, expenses,  
 4 attorney fees and other payments therein provided, executed and  
 5 delivered by the Grantor payable to the Beneficiary or order, and  
 6 any and all extensions or renewals thereof.  
 7 TWO: Payment of such additional amounts as may be  
 8 hereafter loaned by the Beneficiary to the Grantor or any  
 9 successor in interest of the Grantor, with interest thereon,  
 10 expenses and attorney fees, and any other indebtedness or  
 11 obligation of the Grantor to the Beneficiary.  
 12 THREE: Payment of all other sums with interest thereon  
 13 becoming due or payable under the provisions hereof to either  
 14 Trustee or Beneficiary.  
 15 FOUR: Payment, performance and discharge of each and  
 16 every obligation, covenant, promise and agreement of Grantor  
 17 herein or in said note contained and of all renewals, extensions,  
 18 revisions and amendments of the above described notes and any  
 19 other indebtedness or obligation secured hereby.  
 20 To protect the security of this Deed of Trust, it is  
 21 agreed as follows:  
 22 1. The Beneficiary has the right to record notice that  
 23 this Deed of Trust is security for additional amounts and obliga-  
 24 tions not specifically mentioned herein but which constitute  
 25 indebtedness or obligations of the Grantor for which the  
 26 Beneficiary may claim this deed of Trust as Security.  
 27 2. The Grantor shall keep the property herein  
 28 described in good condition, order and repair; shall not remove,

1 demolish, neglect, or damage any buildings, fixtures, improvements  
2 or landscaping thereon or hereafter placed or constructed thereon;  
3 shall not commit or permit any waste or deterioration of the land,  
4 buildings, and improvements; and shall not do nor permit to be  
5 done anything which shall impair, lessen, diminish or deplete  
6 the security hereby given.  
7 3. The following covenants, Nos. 1; @\$3,500.00 )  
8 3; 4(12.5%); 5; 6; 7 (reasonable); 8; and 9 or N.R.S.  
9 107.030 are hereby adopted and made a part of this Deed of Trust.  
10 In connection with Covenant No. 6, it shall be deemed to include  
11 and apply to all conditions, covenants and agreements contained  
12 herein in addition to those adopted by reference, and to any and  
13 all defaults of deficiencies in performance of this Deed of Trust.  
14 4. All payments secured hereby shall be paid in lawful  
15 money of the United States of America.  
16 5. The Beneficiary and any persons authorized by the  
17 Beneficiary shall have the right to enter upon and inspect the  
18 premises at all reasonable times.  
19 6. In case of condemnation of the property subject  
20 hereto, or any part thereof, by paramount authority, all of any  
21 condemnation award to which the Grantor shall be entitled less  
22 costs and expenses of litigation, is hereby assigned by the  
23 Grantor to the Beneficiary, who is hereby authorized to receive  
24 and receipt for the same and apply such proceeds as received,  
25 toward the payment of the indebtedness hereby secured, whether  
26 due or not.  
27 7. If default be made in the performance or payment of  
28 the obligation, note or debt secured hereby or in the performance

1 of any of the terms, conditions and covenants of this Deed of  
 2 Trust, or the payment of any sum or obligation to be paid here-  
 3 under, or upon the occurrence of any act or event of default  
 4 hereunder, and such default is not cured within thirty-five (35)  
 5 days after written notice of default and of election to sell said  
 6 property given in the manner provided by N.R.S. 107.080 as in  
 7 effect on the date of this Deed of Trust, Beneficiary may declare  
 8 all notes, debts and sums secured hereby or payable hereunder  
 9 immediately due, and payable although the date of maturity has not  
 10 yet arrived.  
 11 8. The Promissory Note secured by this Deed of Trust  
 12 is made a part hereof as if fully herein set out.  
 13 9. The commencement of any proceeding under the  
 14 Bankruptcy or Insolvency laws by or against the Grantor or the  
 15 maker of the note secured hereby; or the appointment of receiver  
 16 for any of the assets of the Grantor hereof or the maker of the  
 17 Note secured hereby of a general assignment for the benefit of  
 18 creditors, shall constitute a default under this Deed of Trust.  
 19 10. The rights and remedies herein granted shall not  
 20 exclude any other rights or remedies granted by law, and all  
 21 rights or remedies granted hereunder of permitted by law shall be  
 22 concurrent and cumulative.  
 23 11. All the provisions of this instrument shall insure  
 24 to and bind the heirs, legal representatives, successors and  
 25 assigns of each party hereto respectively as the context permits.  
 26 All obligations of each Grantor hereunder shall be joint and  
 27 several. The word "Grantor" and any reference thereto shall  
 28 include the masculine, feminine and neuter genders and the

1 singular and plural, as indicated by the context and number of

2 parties hereto.

3 12. Any notice given to Grantor under Section 107.080

4 of N.R.S. in connection with this Deed of Trust shall be given by

5 registered or certified letter to the Grantor addressed to the

6 address set forth near the signatures on this Deed of Trust, or

7 at such substitute address as Grantor may direct in writing to

8 Beneficiary and such notice shall be binding upon the Grantor and

9 all assignees or grantees of the Grantor.

10 13. It is expressly agreed that the trusts created

11 hereby are irrevocable by the Grantor.

12 IN WITNESS WHEREOF, the Grantor has executed these

13 presents the day and year first above written.

14 GRANTOR:

15 Yvette Moore  
Yvette Moore

16 Noel D. Moore

17 Kathleen Moore  
Kathleen Moore

18 Loreta A. Moore

19 ADDRESS:

20 P. O. Box 32 Eureka

21 Nevada 89316

22 ADDRESS:

23 631 Pleasanton Place

24 Oakdale CA 95361

25 NOTARY SEAL:

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BENEFICIARY: William J. Sales

William Sales

Lynda L. Moore  
Lynda L. Moore

Lynda L. Moore

ADDRESS:

631 Pleasanton Place

Oakdale CA 95361

NOTARY SEAL:

See Purpose Certificate  
executed and attached

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned, Noel D. Moore and

Loretta A. Moore, promises to pay to the order of William

Salles and Lynda L. Salles, joint tenants with right of survivorship

at Eureka, Nevada, or wherever payment may be demanded by the

holders of this note, the principal sum of \$19,550.00 Nineteen Thous

and Five Hundred Fifty with interest thereon, at the rate of 12.5

Twelve and one-half % per annum, from 6 July 1994

until paid, both interest and principal payable as follows:

\$ Two Hundred Twenty Dollars (\$220.00), including interest,

on or before 6 October 1994, and a like

amount of Two Hundred Twenty Dollars (\$220.00), including interest,

on or before the sixth day \_\_\_\_\_, of each and every month

thereafter until the principal balance and all accrued interest is

paid in full. Each payment shall be applied first to the accrued

interest and the balance to principal as of the date of payment.

Interest shall accrue only on the unpaid principal balance of this

note remaining from time to time. All payments shall be in lawful

money of the United States of America.

At the option of the holder of this Note, the entire

balance shall mature and become payable in full, without notice,

upon the sale or transfer of the security herefor. This note and

the Deed of Trust securing it, are not assumable without written

authorization of the Beneficiary thereof.

The makers shall have the right to pay all or any

portion of this note at any time without penalty. provided, however,

any additional payments shall not be cumulative payments, but

the makers shall, in all events pay each monthly installment

(1)

1 as it comes due until the Note is paid in full.

2 The makers, comakers, endorsers, guarantors and

3 sureties, jointly and severally, waive presentment, protest and

4 notice of dishonor, and waive diligence in collecting, and agree

5 that this Note may be renewed or extended from time to time, and

6 that any security herefor may be released or discharged partially

7 or in full and that additional comakers, guarantors, and sureties

8 may become parties hereto, without notice to or the consent of any

9 of them, and without affecting their liability hereon.

10 If any default or deficiency be made in the payment of

11 this Note, or any portion or installment hereof; or in the

12 performance of the Deed of Trust, security agreement or other

13 agreements, documents or instruments, or other lien or

14 encumbrance which secures the payment of this Note; or in the

15 payment and performance of any other Deed of Trust, mortgage

16 security agreement or other lien or encumbrance or the note or

17 debt secured thereby which security affects all or any portion

18 of the property which secures payment of this Note; and such

19 default or deficiency is not cured and made good within thirty-

20 five (35) days in the manner and after the notice specified in

21 N.R.S. 107.080, as in effect on the date of this Note, then, at

22 the option of the Holder of this Note, the entire unpaid principal

23 balance of hereof together with all accrued interest and other

24 sums payable hereunder and under the terms of the security

25 herefor shall become immediately due and payable in full, although

26 the time of maturity expressed in this Note shall not have arrived.

27 It is agreed that at the election of the holder of this

28 Note the same shall mature and become immediately payable in full

BOOK 274 PAGE 091

1 together with all other sums payable hereunder and under the  
2 security herefor, although the time of maturity of this Note has  
3 not arrived, without notice, upon the happening of any one or  
4 more of the following events:

5 1. The commencement of any proceeding under  
6 the Bankruptcy or Insolvency laws by or  
7 against any of the makers of this Note.

8 2. The appointment of a receiver or conservator  
9 for any of the assets or property of any of  
10 the makers hereof.

11 3. Any assignment for the benefit of creditors  
12 made by any of the makers hereof.

13 The makers further agree to pay all costs, charges and  
14 expenses, including reasonable attorney fees, incurred by the  
15 holder of this Note, incident to the collection hereof, or any  
16 portion, in the event of default or deficiency in the payment of  
17 this Note, or any portion hereof, or in the performance of the  
18 deed of Trust or other security which secures it.

19 A deed of Trust of even date herewith secures the  
20 payment of this Note

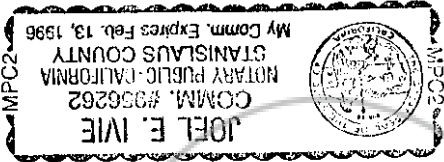
21 Noel D. Moore  
22 Noel D. Moore

23 Loretta A. Moore  
24 Loretta A. Moore

25  
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28

(3) - and last-





(Official Notarial Seal)

154601 N. REBALATI, RECORDER  
EUREKA COUNTY NEVADA  
FILE NO. FEES \$5.00  
94 AUG - 9 AM 10: 50  
RECORDED AT THE REQUEST OF  
OFFICIAL RECORDS  
BOOK 274 PAGE 085

Signature of Notary Public

WITNESS my hand and official seal.

~~I~~ personally known to me [ ] proved to me on the basis of satisfactory evidence to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or executed the instrument upon behalf of which the person(s) acted,

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On this 27 day of July in the year of 1994, before me, JOEL E. IVIE, the undersigned NOTARY PUBLIC personally appeared

NOEL D. MOORE  
LORETTA A. MOORE

STATE of CALIFORNIA )  
COUNTY of STANISLAUS )  
SS

ALL-PURPOSE CERTIFICATE