

When recorded mail to:

Timothy G. Bissell
1555 1/2 W. Kings Canyon Road
Carson City, NV 89703

161730

DEED OF TRUST

THIS DEED OF TRUST, made this 18 day of March,

1996, by and between RONALD J. RANKIN and LINDA P. RANKIN, husband and wife, as Trustors, and STEWART TITLE OF NORTHEASTERN NEVADA, a Nevada Corporation, as Trustee, and TIMOTHY G. BISSELL, a single man, 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 29 NORTH, RANGE 52 EAST, MDB&M.

Section 19: S $\frac{1}{2}$; NE $\frac{1}{4}$

EXCEPTING THEREFROM all petroleum, oil, natural gas and products derived therefrom, within or underlying said land as reserved by Southern Pacific Land Company in Deed recorded March 9, 1950, in Book 24, Page 42, Deed Records, Eureka County, Nevada.

FURTHER EXCEPTING THEREFROM an undivided one-half interest in and to any and all mineral rights as reserved by Oscar Rudnick, Sam Rudnick, and Gilbert Etcheverry, dba Eureka Livestock Company, and Oscar Rudnick and Sophie Rudnick, his wife, Sam Rudnick, a single man, and Gilbert Etcheverry and Norma Etcheverry, his wife, in Deed recorded February 1, 1960, in Book 25, Page 375, Deed Records, Eureka County, Nevada.

TOGETHER with any and all buildings and improvements situate thereon.

-1-

ROSS P. EARDLEY

ATTORNEY AT LAW

469 IDAHO STREET

ELKO, NEVADA 89801

TELEPHONE (702) 738-4046 - FAX (702) 738-6286

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TOGETHER with the tenements, hereditaments and appur-
tenances 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

herein expressed and as security for the payment of a certain Promis-
sory Note of even date herewith, for the principal sum of \$17,296.00,

without interest, said principal sum being payable in two annual

instalments, 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

writing 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

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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 his 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), 3, 4 (0%), 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 respective 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.

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LINDA P. RANKIN

RONALD J. RANKIN

presents the day and year first above written.

IN WITNESS WHEREOF, the said Trustors have executed these

by this Deed of Trust to be immediately due and payable.

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

proper parties.

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

STATE OF ~~NEVADA~~ *Texas*
COUNTY OF ~~ELKO~~ *Boyle*
SS.

This instrument was acknowledged before me on February 29, 1996, by RONALD J. RANKIN and LINDA P. RANKIN.



Hyatt & Boyd
NOTARY PUBLIC

COPY

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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF *Deputy Clerk*
96 MAR 18 AM 8:57
EUREKA COUNTY NEVADA
M.N. REBALANCE, RECORDER
FILE NO. FEES 12.00

161730

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