

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

164508

DEED OF TRUST

THIS DEED OF TRUST, made this 3rd day of September, 1996, by and between RICHARD W. RODEMAN, a single man, as Trustor, and STEWART TITLE OF NORTHEASTERN NEVADA, a Nevada corporation, dba FRONTIER TITLE COMPANY, as Trustee, and JERRY R. MARTIN, Trustee of the JERRY R. MARTIN 1994 TRUST, as to an undivided one-third (1/3) interest, JOHN T. O'FLAHERTY and BECKY O'FLAHERTY, husband and wife, as community property with the right of survivorship, as to an undivided one-third (1/3) interest, and CURTIS P. HAYWARD, an unmarried man, as to an undivided one-third (1/3) interest, as tenants in common, as Beneficiary. (It is distinctly understood that the words "Trustor" and "Beneficiary" and the word "his" referring to the Trustor 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 said Trustor hereby grants, conveys and confirms unto said Trustee in trust with power of sale, the following described real property situate in the County of Eureka, State of Nevada, to-wit:

Lot B of Parcel No. 2, as shown on that certain parcel map for RICHARD and CINDY VAN VLIET, filed in the Office of the County Recorder of Eureka County, Nevada on April 6, 1989, as File No. 126925, located in a portion of Lot 11, Section 28, Township 20 North, Range 53 East, M.D.B. & M.

EXCEPTING THEREFROM all the oil and gas lying in and under said land, as reserved by the United States of America, in Patent recorded December 30, 1965, in Book 9, Page 422, Official Records of Eureka County, Nevada.

FURTHER EXCEPTING THEREFROM 1/2 of all mineral rights, oil or gas lying in and under said land as reserved by EDWIN C. BISHOP and LETA B. BISHOP, his wife, in Deed recorded August 23, 1978, in Book 65, Page 317, Official Records, Eureka County, Nevada.

Subject to the covenant contained herein that neither Grantees, their successors or assigns shall not at any time place a pre-1986 mobile home or manufactured home on the real property to be use a residence. No travel trailer shall be placed on the property to be used as a residence. The violation of this covenant shall cause a reversion of title to the Grantors, or their successors or assigns. This covenant may be enjoined by any legal or equitable remedy by the Grantors, their successors or assigns or by any adjoining property owner. This covenant shall run with the real property.

962461393

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or anywise 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, or, in or to the said premises or any part thereof, with the appurtenances.

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.

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.

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.

In the event all or any part of the property secured by this Deed of Trust be sold, conveyed, transferred, or exchanged, then the Note of even date secured hereby shall become immediately due and payable at the option of the holder of said Note.

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

As security for the payment of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00) 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 sum 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 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 contained.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

LAW OFFICES
GARY D. FAIRMAN
 A PROFESSIONAL CORPORATION
 462 FIFTH STREET - P. O. BOX 5
 ELY, NEVADA 89301
 (702) 289-4422

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

4 AND THIS INDENTURE FURTHER WITNESSETH:

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

9 SECOND: The Trustor promises to properly care for and
10 keep the property herein described in first-class condition, order
11 and repair; to care for, protect and repair all buildings and
12 improvements situate thereon; and otherwise to protect and preserve
13 the said premises and the improvements thereon and no to commit or
14 permit any waste or deterioration of said buildings and
15 improvements or of any premises. If the above-described property
16 is farm land, Trustor agrees to farm, cultivate and irrigate said
17 premises in a proper, approved and husbandmanlike manner.

14 THIRD: The following covenants, Nos. 1, 2 (\$0.00 amount
15 of insurance), 3, 4 (interest 10% per annum), 5, 6, 7 (counsel fees
16 15%) and 8 of NRS 107.030, are hereby adopted and made a part of
17 this Deed of Trust.

17 FOURTH: Beneficiary may, from time to time, as provided
18 by statute, or by a writing, signed and acknowledged by him and
19 recorded in the office of the County Recorder of the County in
20 which said land or such part thereof as is then affected by this
21 Deed of Trust is situated, appoint another Trustee in place and
22 instead of Trustee herein named, and thereupon, the Trustee herein
23 named shall be discharged and Trustee so appointed shall be
24 substituted as Trustee hereunder with the same effect as if
25 originally named Trustee herein.

22 FIFTH: Trustor agrees to pay any deficiency arising from
23 any cause after application of the proceeds of the sale held in
24 accordance with the provisions of the covenants hereinabove adopted
25 by reference.
26 SIXTH: The rights and remedies hereby granted shall not
27 exclude any other rights or remedies granted by law, and all rights
28 and remedies granted hereunder or permitted by law shall be
29 concurrent and cumulative. A violation of any of the covenants
30 herein expressly set forth shall have the same effect as the
31 violation of any covenant herein adopted by reference.

28 SEVENTH: In the event of any tax or assessment on the
29 interest under this Deed of Trust it will be deemed that such taxes
30 or assessments are upon the interest of the Trustor, who agrees to
31 pay such taxes or assessments although the same may be assessed
32 against the Beneficiary or Trustee.

31 EIGHTH: All the provisions of this instrument shall
32 inure to, apply, and bind the legal representatives, successors and

LAW OFFICES
GARY D. FAIRMAN
A PROFESSIONAL CORPORATION
482 FIFTH STREET - P. O. BOX 5
ELY, NEVADA 89301
(702) 289-4422

32
31
30
29
28
27
26
25
24
23
22
21
20
19
18
17
16
15
14
13
12
11
10
9
8
7
6
5
4
3
2
1

LAW OFFICES
GARY D. FAIRMAN
A PROFESSIONAL CORPORATION
482 FIFTH STREET - P. O. BOX 5
ELY, NEVADA 89301
(702) 289-4422

1 assigns of each party hereto respectively.

2 NINTH: In the event of a default in the performance or
3 payment under this Deed of Trust or the security for which this
4 Deed of Trust has been executed, any notice given under Section
5 107.080 NRS shall be give by registered letter to the Trustor(s) at
6 the address herein, P.O. Box 251, Eureka, NV 89316

7 and such notice shall be binding upon the Trustor(s), Assignee(s),
8 or Grantee(s) from the Trustor(s).

9 TENTH: It is expressly agreed that the trusts created
10 hereby are irrevocable by the Trustor.

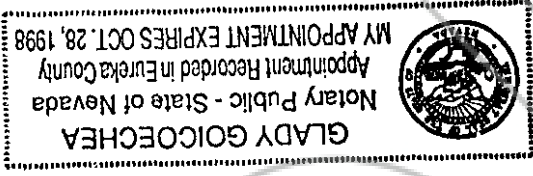
11 IN WITNESS WHEREOF, the said Trustor has executed these
12 presents the day and year first above written.

13 Richard W. Rodeman
14 RICHARD W. RODEMAN

15 STATE OF Nevada)
16 COUNTY OF Eureka)
17 ss.)

18 On July 31, 1996, personally appeared
19 before me, a Notary Public, RICHARD W. RODEMAN personally known or
20 proved to me to be the person whose name is subscribed to the above
21 instrument who acknowledged that he executed the instrument.

22 Gladly Goicoechea
23 NOTARY PUBLIC



24 BOOK 300 PAGE 280

25 OFFICIAL RECORDS

26 RECORDED AT THE REQUEST OF

27 Stewart Title of N.E. Nevada

28 96 SEP -3 PM 1:32

29 EUREKA COUNTY NEVADA

30 M.M. REBALZATI, RECORDER

31 FILE NO.

32 FEES \$10.00

164508