

4/28/97 to

169101

ALL-INCLUSIVE DEED OF TRUST

THIS ALL-INCLUSIVE DEED OF TRUST, made this 24th day of

April, A.D. 1997, between RONALD D. BARNES and LINDA A.

BARNES, husband and wife, of the County of Eureka, State of

Nevada, hereinafter referred to as Trustors, WESTERN NEVADA TITLE

COMPANY, a Nevada Corporation, hereinafter referred to as

Trustee, and, WAYNE D. ROBINSON and MARY BETH ROBINSON, husband

and wife, as joint tenants, of the County of Eureka, State of

Nevada, hereinafter referred to as Beneficiaries,

W I T N E S S E T H :

WHEREAS, the Trustors are indebted to the Beneficiaries

in the sum of TWO HUNDRED TWENTY TWO THOUSAND FIVE HUNDRED

DOLLARS (\$222,500.00), and have agreed to pay the same according

to the terms of a certain promissory note of even date herewith,

executed and delivered by the Trustors to the Beneficiaries, and

WHEREAS, this all-inclusive deed of trust is intended to

secure the payment of said promissory note, which promissory note

represents money actually used for the acquisition of the

property described herein,

NOW, THEREFORE, the Trustors, for the purpose of securing

the payment of the sums due under said promissory note, and also

of all other monies herein agreed or provided to be paid by the

Trustors, or which may be paid out or advanced by the

Beneficiaries to the Trustee under the provisions of this

instrument, with the interest in each case, grant unto the

Trustee all that certain lot, piece, or parcel of land situate

in the County of Eureka, State of Nevada, more particularly

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WV 1/18/97

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bounded and described as follows, to wit:

See Exhibit "A" attached hereto and by this reference incorporated herein.

Assessor's parcel #: ~~0-071-12~~ 001-071-12

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

This all-inclusive deed of trust will be security for the payment in lawful money of the United States of America, of any and all monies that may hereafter become due and payable from the Trustors to the Beneficiaries from any cause whatsoever, and shall also be security for any and all renewals of the debt of the Trustors to the Beneficiaries, however evidenced.

The following covenants: Numbers 1, 2, 3, 4, 5, 6, 7 (reasonable), 8, and 9 of Nevada Revised Statutes, Section 107.030 relating to

transfers in trust of estates in real property, to secure the performance of an obligation, or the payment of a debt, and to provide that certain covenants, agreements, obligations, rights and remedies thereunder may be adopted by reference, and other matters relating thereto, are hereby adopted and made a part of this deed of trust.

In addition to the above covenants, the said Trustors also promise and agree to neither commit nor permit waste to the said premises and to keep the same in good condition and repair.

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It is specifically understood and agreed that until such time as the note secured by this all-inclusive deed of trust has been paid in full, the Trustors shall not remove any buildings or improvements now on the premises, or which may hereafter be erected on said premises.

It is specifically understood and agreed by and between the parties hereto that the premises herein demise are encumbered by an existing deed of trust executed by and between WAYNE D. ROBINSON and MARY BETH ROBINSON, husband and wife, as Trustors, PATRICIA J. WARD, a married woman as to her sole and separate property, as Trustee and Beneficiary; in the original amount of EIGHTEEN THOUSAND DOLLARS (\$18,000.00), bearing the date of the 10th day of March, 1994, and recorded the 29th day of March, 1994 as document number 151868, Official Records, Eureka County, Nevada, (affects Lot 3 only). It is further understood and agreed that the principal amount of the promissory note, the payment of which this all-inclusive deed of trust is intended to secure, includes the balance due and owing upon the certain underlying promissory note which the aforementioned existing deed of trust in favor of PATRICIA J. WARD secures and, therefore, this all-inclusive deed of trust is not subject to the above-referenced existing deed of trust, and, WAYNE D. ROBINSON and MARY BETH ROBINSON, Beneficiaries herein, do hereby agree to continue to assume and pay the balance of the obligation due and owing according to the underlying promissory note secured by the said existing deed of trust with the specific understanding that at such time as Trustors herein shall have fully discharged the

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FARMINGTON, N.V. 89407-1203
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obligation to the Beneficiaries according to the terms of this all-inclusive deed of trust and the promissory note which it is intended to secure, that Beneficiaries shall convey to Trustors title to the premises herein described, free and clear of the aforementioned existing deed of trust, as well as this all-inclusive deed of trust.

Trustors and Beneficiaries mutually agree that if the Beneficiaries fail to timely pay any installment on the underlying promissory note as referred to above, and so long as Trustors herein are not in default of the terms of this Deed of Trust and the Note it secures, the Trustors, at the Trustors option, may make such payments directly to the holder of said underlying promissory note, in which event the Trustors shall be entitled to a credit against the next installment(s) due under the Note which this Deed of Trust secures, equal to the amount so paid, including, without limitation, any penalty, charges and expenses paid by the Trustors to the holder of the underlying promissory note on account of the Beneficiaries' failure to make such payment. The Trustors' obligations under this Deed of Trust shall terminate upon foreclosure of the lien of the aforementioned existing deed of trust. The obligations of the Beneficiaries shall terminate upon the earlier of foreclosure of the lien of this Deed of Trust or cancellation of the Note which this Deed of Trust secures.

It is further understood and agreed that in any event the real property described herein, or any part thereof, or any interest therein, legal or equitable, is sold, conveyed or

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175 S. LIVINGSTON STREET
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FAIRPORT, NY 09947-1203
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1 alienated by Trustor, or by operation of law, or otherwise, all
2 obligations secured by this instrument, irrespective of the
3 maturity dates expressed therein, at the option of the
4 Beneficiaries hereof, and without demand or notice, shall
5 immediately become due and payable.
6 IN WITNESS WHEREOF, the Trustors have hereunto set their
7 hand the day and year first above-written.

RONALD D. BARNES

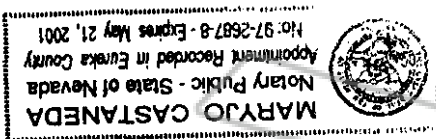
Ronald D. Barnes

LINDA A. BARNES

Linda A. Barnes

STATE OF NEVADA
County of Eureka
On this 21st day of November, A.D., 1997,
15 personally appeared before me, a Notary Public, in and for the
16 county and state aforesaid, RONALD D. BARNES and LINDA A. BARNES,
17 known to me to be or who proved to me to be the persons, described
18 in and who executed the above and foregoing instrument; who
19 acknowledged to me that they executed the same freely and
20 voluntarily and for the uses and purposes therein mentioned.
21 IN WITNESS WHEREOF, I have hereunto set my hand and affixed
22 my official seal the day and year first above-written.

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Maryjo Castaneda
Notary Public

All that certain lot, piece or parcel of land situate in the County of Eureka, State of Nevada, described as follows:

A parcel of land located within Section 13, Township 19 North, Range 53 East, M.D.B.&M., Town of Eureka, Eureka County, Nevada, being further described as follows:

Commencing at the most Northernly corner of Lot 1 of Block 21 as shown on the map of Eureka Township filed in the Office of the Eureka County Recorder under File No. 127448;

Thence North 17°50' West, along the Southwesterly right-of-way line of Buel Street for a distance of 16.00 feet to Corner No. 1, the true point of beginning of this description;

Thence continuing North 17°50' West, along the Southwesterly right-of-way line of Buel Street for a distance of 48.80 feet to Corner No. 2, a point which is described as being the most Easterly corner of Lot 4, Block 21 of Eureka Township;

Thence South 72°10' West, along the boundary line between Lots 3 and 4 of Block 21 of Eureka Township for a distance of 111.12 feet to Corner No. 3, a point on the Northeastly right-of-way line of Main Street;

Thence South 17°44' East, along the Northeastly right-of-way line of Main Street for a distance of 48.80 feet to Corner No. 4;

Thence North 72°09'55" East, along the adjusted boundary line between Lots 2 and 3 for a distance of 111.21 feet to Corner No. 1, the true point of beginning of this description.

Said parcel is shown as Lot 3 of Block 21, Town of Eureka, on Boundary Line Adjustment for WAYNE and MARY BETH ROBINSON, recorded October 20, 1997, as File No. 168793, Official Records, of Eureka County, Nevada.

APN 001-091-12

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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Shirley Ann Robinson

97 DEC - 2 PM 3: 23

EUREKA COUNTY NEVADA
M.N. REDEVELOPMENT RECORDER
FILE NO. 168793 FEES 12.00

169101

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DESCRIPTION