

170121

DEED OF TRUST

THIS DEED OF TRUST, made this 29th day of April,

1998, by and between JEFF HOARD and KAREN HOARD, husband and wife, as Trustees, and FIRST AMERICAN TITLE CO. OF NEVADA, as Trustee, and

MICHAEL J. NOSANOV, an unmarried 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 30 NORTH, RANGE 50 EAST, MDB&M.

Section 25: S½SE¼

EXCEPTING THEREFROM, 90 percent of the right, title

and interest in and to coal, oil, gas and other

minerals of every kind and nature as reserved by

SPRATHERN CATTLE COMPANY, in Deed recorded May 25,

1959, in Book 25 of Deed Records at Page 297, Eureka

County, Nevada.

TOGETHER with any and all buildings and improvements

situate thereon.

TOGETHER with the tenements, hereditaments and appur-

tenances thereto 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

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ROSS P. EARDLEY
ATTORNEY AT LAW
469 IDAHO STREET
ELKO, NEVADA 89601

Telephone (702) 738-4046 - Fax (702) 738-6286
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1. The Trustors promise and agree to properly care for and keep the property herein described, including any fences, buildings 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

The Trustors hereby covenant and agree:

of Trust.

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

as though set forth in full herein.

designates. Said Note is hereby referred to and incorporated herein

at Eureka, Nevada, or wherever else said Beneficiary in writing

executed by the Trustors herein to the said Beneficiary and payable

ments, as more specifically set forth in said Note; said Note being

said principal sum and interest being payable in monthly install-

bearing interest from the date thereof at the rate of 9% per annum,

herein expressed and as security for the payment of a certain Promis-

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 (\$), 3, 4 (9%), 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.

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

other paper or document believed to be genuine and signed by the proper parties.

IN WITNESS WHEREOF, the said Trustors have executed these presents the day and year first above written.

Jeff Hoard
JEFF HOARD

Karen Hoard
KAREN HOARD

STATE OF NEVADA)
) : SS.
COUNTY OF LARDER)

This instrument was acknowledged before me on April 29, 1998, by JEFF HOARD and KAREN HOARD.

Karla Winrod Cantrell
NOTARY PUBLIC

DARLA WINROD CANTRELL
Notary Public - State of Nevada
Appointment Recorded in Lander County
MY APPOINTMENT EXPIRES JUNE 18, 1998

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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Road P. Cantrell
98 MAY 15 PM 1:32
SUN. REBAL. RECORDER
SHERK COUNTY NEVADA
FILE NO. FEES 11.00

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