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170545

DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT, made as of the 1st day of June, 1998, by and between DANIEL PORTER and MARGIE PORTER, husband and wife, P.O. Box 208, Eureka, Nevada 89316, as Trustors, and STEWART TITLE OF NORTHEASTERN NEVADA, a Nevada Corporation, as Trustee, and EVERETT S. HANEY and VERLA L. HANEY, husband and wife, 20 Wanda Street, La Verkin, Utah 84745, as joint tenants with right of survivorship, as Beneficiaries;

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 and personal property situate in the County of Eureka, State of Nevada, more particularly described as follows:

Parcel 2, Lot A, as shown on that certain Parcel Map for CURTIS P. HAYWARD filed in the office of the County Recorder of Eureka County, State of Nevada, on October 20, 1995, as File No. 159637, being a portion of Lot 11, Section 28, Township 20 North, Range 53 East, MDB&M. (APN 7-370-23)

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.

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ROSS P. EARDLEY  
ATTORNEY AT LAW  
469 IDAHO STREET  
ELKO, NEVADA 89801

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TOGETHER with any and all buildings and improvements situate thereon.

TOGETHER with a certain 1996 Champion Mobile Home, Parkview Model, 56' x 24', Serial Number 1696295 3977 A & B, and all additions and attachments thereto.

SUBJECT to all taxes, assessments, reservations, exceptions, and all easements, rights of way, conditions, restrictions and covenants as may now appear of record.

TOGETHER with the tenements, hereditaments and appurtenances 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 Promissory Note of even date herewith for the principal sum of \$77,000.00,

bearing interest as set forth in said Note at the rate of 8% per

annum; said principal sum and interest being payable in monthly

installments, as more specifically set forth in said Note; said Note

being executed by the Trustors herein to the said Beneficiaries and

payable in care of Stewart Title of Northeastern Nevada, Elko,

Nevada, or wherever else said Beneficiaries in writing designate.

Said Note is hereby referred to and incorporated herein as though set

forth in full herein.

This Deed of Trust and Security Agreement is also given as

security for the payment of any and all monies which the Beneficiaries

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 and Security Agreement.

The Trustors hereby covenant and agree:

1. The Trustors promise and agree to properly care for and keep the property herein described, including the Mobile Home and any 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 Beneficiaries, or their 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 Beneficiaries and their successors and assigns, against all lawful claims and demands of all persons whatsoever.

4. The following covenants Nos. 1, 2 (\$50,000.00), 3, 4 (88), 5, 6, 7 (Reasonable), 8 and 9 of Section 107.030 NRS are hereby adopted and made a part of this Deed of Trust and Security Agreement. 5. The reconveyance of this Deed of Trust and Security Agreement shall be at the cost and expense of the Trustors, or such other persons entitled to reconveyance.

6. The acceptance by said Beneficiaries of any payment of the indebtedness hereby secured shall not operate as a waiver by the Beneficiaries 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 and Security Agreement, nor shall this Deed of Trust and Security Agreement, 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 Beneficiaries, 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 instru-

ment; that if any provision of this Deed of Trust and Security Agreement 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 Beneficiaries to be invalid, such sale shall not exhaust the power of sale, and the Trustee, at the request of the Beneficiaries, may proceed anew with the sale of this property, in order to enforce fully the provisions of this Deed of Trust and Security Agreement.

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 Security Agreement, 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.

10. The Trustors, so long as there is any balance owing in connection with this Deed of Trust and Security Agreement, shall not, without first obtaining the written consent of the Beneficiaries, sell, transfer, encumber, rent, lease or otherwise convey the above described property to any other person, and shall not assign this Deed of Trust and Security Agreement to any other person, nor allow any other person to assume the payment of the Promissory Note secured hereby, and upon any attempt to do any of the above things, all sums secured by this Deed of Trust and Security Agreement shall immediately become due and payable.

11. To the extent that this Deed of Trust includes personal property, it shall be deemed a Security Agreement; and in the event

of default, the Beneficiaries shall have all remedies pertaining thereto, including such remedies as are provided in the Uniform Commercial Code of the State of Nevada, and may proceed as to both real and personal property in accordance with the rights and remedies in respect to real property and/or may proceed in any other manner or exercise any other remedy provided by law and/or the Uniform Commercial Code pertaining to said personal property. In so far as this document is deemed a financing statement, it covers the 1996 Champion Mobile Home on the above described real property and all appurtenances thereto; and the Trustors herein are the record owners of said real property.

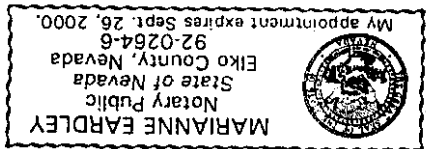
IN WITNESS WHEREOF, the Trustors have executed these presents the day and year first above written.

Daniel Porter DANIEL PORTER  
Margie Porter MARGIE PORTER

STATE OF NEVADA )  
COUNTY OF Elko )  
SS. )

This instrument was acknowledged before me on July 2, 1998, by DANIEL PORTER and MARGIE PORTER.

Marianne Earley  
NOTARY PUBLIC



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RECORDED AT THE REQUEST OF  
OFFICIAL RECORDS  
98 AUG 26 AM 11:56  
EUREKA COUNTY NEVADA  
M.M. REBALZATI, RECORDER  
FILE NO. FEES/2.00

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