

171508

DEED OF TRUST

THIS DEED OF TRUST, made this 24 day of NOVEMBER,
1998, by and between STEVE A. DELACY, ~~an unmarried man~~, as his sole and separate
and FIRST AMERICAN TITLE COMPANY OF NEVADA, as Trustee, and ANN H.
YOUNG, ~~an unmarried woman~~, as her sole and separate property
and MICHAEL J. NOSANOV, an unmarried man,
as joint tenants with right of survivorship, as Beneficiaries;

W I T N E S S E T H:

That the said Trustor hereby grants, bargains, sells, conveys
and confirms 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: N $\frac{1}{2}$ NE $\frac{1}{4}$ (APN 05-340-18)

EXCEPTING THEREFROM one-half of all coal, oil, gas and
other minerals of every kind and nature whatsoever
lying in and under said land as reserved by STRATHEARN
CATTLE COMPANY in Deed recorded May 25, 1959, in Book
25, Page 297, Official Records, Eureka County, Nevada.

TOGETHER with any and all improvements situate thereon.

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

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

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BOOK 324 PAGE 168

herein expressed and as security for the payment of a certain Promis-
sory Note of even date herewith, for the principal sum of \$7,580.00,
bearing interest from the date thereof at the rate of 9% per annum,
said principal sum and interest being payable in monthly install-
ments, as more specifically set forth in said Note; said Note being
executed by the Trustor herein to the said Beneficiaries and payable
at Eureka, 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 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 Trustor, or
advance for his 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 Trustor from
any cause whatsoever, including the payment of all other monies
hereby agreed or provided to be paid by the Trustor, or which may be
paid out, or advanced, by the Trustee, or by the Beneficiaries, under
the provisions of this Deed of Trust.

The Trustor hereby covenants and agrees:

1. The Trustor promises and agrees 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
and not to commit nor permit any waste or deterioration thereof. The

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 Trustor, Grantor, 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 Trustor or Grantor 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 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.

9. Said Trustor agrees 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.

10. The Trustor, so long as there is any balance owing in connection with this Deed of Trust, shall not sell, assign or transfer any interest in the property described herein, nor permit any assumption of the debt herein secured, without first obtaining the written consent of the Beneficiaries. If all or any part of the property herein described, or any interest therein, is sold, assigned or transferred by the Trustor without the Beneficiaries' prior written consent, the Beneficiaries may, at their option, declare all sums secured by this Deed of Trust to be immediately due and payable.

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

Steve A. Delacy
STEVE A. DELACY

STATE OF USA)
Military Base : SS.
COUNTY OF)

This instrument was acknowledged before me on 14 November, 1998, by STEVE A. DELACY.

Anton T. Willis
NOTARY PUBLIC
Anton T. Willis, SEA, USAF

BOOK 324 PAGE 168
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
West American Itg
98 DEC 18 PM 1:15

EUREKA COUNTY NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES / 1.00

171508