

172344

DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT, made this 14th
day of July, 1999, by and between MICHAEL POPOVITCH, an
unmarried man, of 714 Wall Road, Spring Lake Heights, NJ 07762, as
Trustor, and STEWART TITLE OF NORTHEASTERN NEVADA, a Nevada Corpora-
tion, as Trustee, and MARY JEAN LABARRY and GRACIAN SALLABERRY, as
Co-Trustees of THE GRACE SALLABERRY REVOCABLE TRUST, of _____
P.O. Box 315, Eureka, NV 89316, 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 and per-
sonal property situate in the County of Eureka, State of Nevada, more
particularly described as follows:

Lots 1, 2, 3, 4 and 5, Block 41 as shown on the
official map of the TOWNSITE OF EUREKA, on file in the
Office of the County Recorder, Eureka County, Nevada.
(APN 001-094-01)

EXCEPTING THEREFROM all uranium, thorium or other
material which is or may be peculiarly essential to
the production of fissionable materials lying in and
under said land as reserved by the United States of
America, in Patent recorded December 9, 1947, in Book
23, Page 226, Deed Records, Eureka County, Nevada. CS

TOGETHER with any and all buildings and improvements
situate thereon.

TOGETHER with all that certain personal property
situate at or held in connection with the above

-1-

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

TELEPHONE (775) 738-4046 - FAX (775) 738-6286

BOOK 328 PAGE 028

described property, commonly known as the Colonnade Hotel in Eureka, Nevada, which personal property is more particularly described in Exhibit "A" attached hereto and made a part hereof.

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 \$57,000.00, bearing interest from the date thereof at the rate of 10% 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 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 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 Trustor, or advance for his account, even though the said loan or advance may be secured by other mortgage or Deed of Trust and/or Security Agreement 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 and Security Agreement.

The Trustor hereby covenants and agrees:

1. The Trustor promises and agrees to properly care for and keep the property herein described and any improvements thereon, including the personal property, 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 Trustor may make such alterations or improvements as he may desire on said premises, so long as they do not lessen the value of said property, and the Trustor 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 Trustor covenants, warrants and represents that the title conveyed is a fee simple absolute title, free and clear of all encumbrances; that he 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 whomsoever.

4. The following covenants Nos. 1, 2(\$57,000.00), 3, 4(10%), 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 Trustor, 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 Trustor made previously to such payment in any of the covenants or agreements to be made, kept and performed by the Trustor herein provided.

7. The Trustor hereby covenants and agrees 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 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 and Security Agreement be judicially declared invalid, such decision shall not affect the validity of the remaining provisions, and if any sale made here-

under 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.

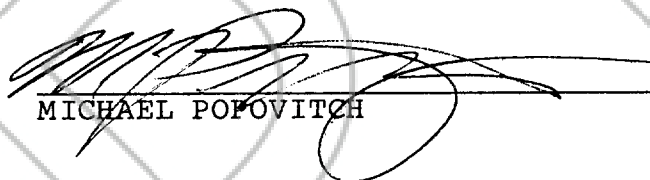
9. Said Trustor agrees that the said Trustee, or its successors in interest, shall not incur any liability on account of any act done or omitted to be done, in good faith, under the provisions of this Deed of Trust and Security Agreement, and that said Trustee shall be fully protected in acting upon any statement, report, order, notice, request, consent or other paper or document believed to be genuine and signed by the proper parties.


10. The Trustor, so long as there is any balance owing in connection with this Deed of Trust and Security Agreement, shall not sell, assign or transfer any interest in the property described herein, including the personal property, 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 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 and Security Agreement to be immediately 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

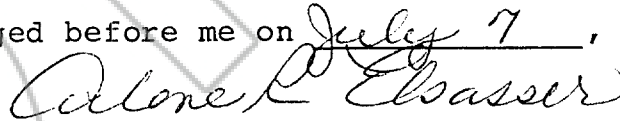
real and personal property in accordance with the rights and remedies in respect to real property and/or may proceed in any other manner or exercise any other remedy provided by law and/or the Uniform Commercial Code pertaining to said personal property. In so far as this document is deemed a financing statement, it covers the personal property now situate on the above described real property or held in connection with the Colonnade Hotel in Eureka, Nevada, which personal property is more particularly described in Exhibit "A" attached hereto; and the Trustor herein is the record owner of said real property.

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


MICHAEL POPOVITCH

STATE OF *mg*)
COUNTY OF *Ocean*) : SS. 

This instrument was acknowledged before me on *July 7*,
1999, by MICHAEL POPOVITCH.


ARLENE R. ELSASSER
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 19, 2000

NOTARY PUBLIC

INVENTORY LIST

DOWNSTAIRS

#1

1 double metal antique bed
1 mattress
1 plastic mattress cover
2 sheets
2 blankets
1 quilted bed spread
1 metal double closet
1 antique dresser with mirror
shades & curtains
2 pillows
2 pillow protectors
2 pillow cases
electric light (one in the middle & one on the wall)
1 waste basket
1 chair
1 sink with hot and cold water
1 antique wall picture

#2

1 double metal antique bed
1 mattress
1 plastic mattress cover
2 sheets
2 blankets
1 quilted bed spread
1 metal double closet
1 desk
1 antique dresser with mirror
shades & curtains
2 pillows
2 pillow protectors
2 pillow cases
electric light (one in the middle & one on the wall)
small wall cabinet
1 waste basket
1 chair
1 sink with hot and cold water

#3

Beautiful closet and easy chair

BOOK 328 PAGE 034

#4

1 double metal antique bed
1 mattress
1 plastic mattress cover
2 sheets
2 blankets
1 quilted bed spread
1 metal double closet
1 desk
1 antique dresser with mirror
shades & curtains
2pillows
2 pillow protectors
2 pillow cases
carpet
electric light (one in the middle & one on the wall)
small wall cabinet
1 waste basket
1 chair
1 TV with remote control
1 sink with hot and cold water
1 wall closet

#5

1 single metal frame bed
1 mattress
1 plastic mattress cover
2 sheets
2 blankets
1 quilted bed spread
1 metal double closet
1 antique dresser with separate mirror
shades & curtains
2pillows
2 pillow protectors
2 pillow cases
carpet
electric light (one in the middle & one on the wall)
1 waste basket
1 chair
1 TV with remote control
1 sink with hot and cold water
1 wall closet

#6

1 double metal antique bed

1 mattress
1 plastic mattress cover
2 sheets
2 blankets
1 quilted bed spread
1 metal double closet
1 desk
1 antique dresser with mirror
shades & curtains
2pillows
2 pillow protectors
2 pillow cases
electric light (one in the middle & one on the wall)
1 waste basket
1 chair
1 TV with remote control
1 sink with hot and cold water

#7

1 double metal bed
1 single metal bed
2 mattresses
2 plastic mattress covers
4 sheets
4 blankets
2 quilted bedspreads
1 wall double closet
1 bookcase
1 antique dresser with mirror
shades & curtains
2 pillows
2 pillow protectors
2 pillow cases
carpet
electric light (one in the middle & one on the wall)
1 waste basket
2 chair
1 TV with remote control
1 sink with hot and cold water

#8

LARGE FAMILY ROOM

2 double metal frame beds
1 single metal frame bed (with everything in them)
1 large wooden closet

2 chairs
1 table
1 antique table
1 antique dresser with mirror
sink with hot & cold water
carpet
1 antique dresser

SHOWER ROOM

1 antique tub
1 shower with curtain
1 sink
1 waste basket
1 small wall cabinet

LIVING ROOM

1 big extended antique table with lion paws
1 sofa
1 antique yellow metal table with 4 chairs
1 easy chair
3 antique wall pictures
1 antique tall mirror
1 refrigerator
1 beautiful antique dresser
1 antique desk

KITCHEN

1 refrigerator
1 stove
1 washing machine
6 double sets of white metal cabinets (or more)
1 small white metal table
1 white metal towel closet

UPSTAIRS

#9

1 double metal antique bed
1 mattress
1 plastic mattress cover
2 sheets
2 blankets
1 quilted bed spread
1 metal double closet
1 desk
1 antique dresser with mirror
shades & curtains
2 pillows
2 pillow protectors
2 pillow cases
carpet
electric light (one in the middle & one on the wall)
wall cabinet
1 waste basket
1 chair
1 easy chair
1 TV with remote control
1 sink with hot and cold water

#10

1 double wooden bed
1 mattress
1 plastic mattress cover
2 sheets
2 blankets
1 quilted bed spread
1 metal double closet
1 antique table with marbel top
1 antique dresser with mirror
shades & curtains
2 pillows
2 pillow protectors
2 pillow cases
carpet
electric light (one in the middle & one on the wall)
wall cabinet
1 waste basket
1 chair
1 easy chair
1 TV with remote control

1 sink with hot and cold water

#11

1 double wooden bed

1 mattress

1 plastic mattress cover

2 sheets

2 blankets

1 quilted bed spread

1 metal double closet

1 desk

1 antique dresser with mirror and marble top

shades & curtains

2 pillows

2 pillow protectors

2 pillow cases

carpet

electric light (one in the middle & one on the wall)

wall cabinet

1 waste basket

1 chair

1 leather couch with orange cushions

1 TV with remote control

1 sink with hot and cold water

#12

1 double metal antique bed

1 mattress

1 plastic mattress cover

2 sheets

2 blankets

1 quilted bed spread

1 metal double closet

1 desk

1 antique dresser with mirror

shades & curtains

2 pillows

2 pillow protectors

2 pillow cases

carpet

electric light (one in the middle & one on the wall)

small wall cabinet

1 waste basket

1 chair

1 TV with regular control

1 sink with hot and cold water

1 table

#13

LADY'S ROOM

1 tub with shower

1 toilet

1 sink with hot and cold water

1 wall cabinet and small mirror

1 chair

#14

1 double metal antique bed

1 mattress

1 plastic mattress cover

2 sheets

2 blankets

1 quilted bed spread

1 wall double closet

1 desk

1 antique dresser with mirror

shades & curtains

2 pillows

2 pillow protectors

2 pillow cases

carpet

electric light (one in the middle & one on the wall)

small wall cabinet

1 waste basket

1 chair

1 TV with remote control

1 sink with hot and cold water

1 wall cabinet

1 wall closet

1 small table

#15

1 double metal antique bed

1 mattress

1 plastic mattress cover

2 sheets

2 blankets

1 quilted bed spread

1 metal double closet

1 desk

1 antique dresser with mirror

shades & curtains
2 pillows
2 pillow protectors
2 pillow cases
carpet
electric light (one in the middle & one on the wall)
wall cabinet
1 waste basket
1 chair
1 easy chair
1 TV with regular control
1 sink with hot and cold water
1 antique desk

#16

1 double metal antique bed
1 mattress
1 plastic mattress cover
2 sheets
2 blankets
1 quilted bed spread
1 wall double closet
1 desk
1 antique dresser with mirror
shades & curtains
2 pillows
2 pillow protectors
2 pillow cases
carpet
electric light (one in the middle & one on the wall)
wall cabinet
1 waste basket
1 chair
1 easy chair
1 TV with regular control
1 sink with hot and cold water
1 wall closet
1 antique bedside table

#17

2 single metal antique bed
2 mattresses
2 plastic mattress covers
4 sheets
4 blankets
2 quilted bedspreads

1 wall double closet
1 antique dresser with mirror
shades & curtains
2 pillows
2 pillow protectors
2 pillow cases
electric light (one in the middle & one on the wall)
wall cabinet
1 waste basket
2 chair
1 TV with remote control
1 sink with hot and cold water
2 single beds
1 small table between beds

#18

1 double metal antique bed
1 mattress
1 plastic mattress cover
2 sheets
2 blankets
1 quilted bed spread
1 wall double closet
1 antique dresser with mirror
shades & curtains
2 pillows
2 pillow protectors
2 pillow cases
carpet
electric light (one in the middle & one on the wall)
2 small wall cabinets
1 waste basket
1 chair
1 TV with regular control
1 sink with hot and cold water
1 wall closet
1 small tray table

#19

1 double metal antique bed
1 mattress
1 plastic mattress cover
2 sheets
2 blankets
1 quilted bed spread
1 board double closet

1 desk
1 antique dresser with mirror
shades & curtains
2 pillows
2 pillow protectors
2 pillow cases
carpet
electric light (one in the middle & one on the wall)
wall cabinet
1 waste basket
1 chair
1 TV with regular control
1 sink with hot and cold water
1 small table for TV
1 wall closet

#20

BACK OF HOTEL (Fire Exit)

Carpet
1 antique dresser
hot and cold water

#21

STORAGE ROOM

1 tall antique dresser
1 single metal frame bed and bedding

SHOWER ROOM

2 showers with curtains
1 waste basket
1 chair

MIDDLE OF UPSTAIRS HALL
MEN'S ROOM

1 toilet
1 sink
1 old fashioned tub
1 waste basket

UPSTAIRS LOUNGE BY STAIRWELL

1 couch

1 antique dresser with mirror
1 chair
1 wall cabinet and antique table

EXTRA INVENTORY IN LINEN CABINETS

Sheets 282 used & 20 new
Pillowcases 12 new & 18 used
Pillows 2 new & 2 used
10 pillow protectors
bath towels 24 new & 12 used
medium towels 12 new white & 10 used
small towels 12 new white, 14 used white, 2 dozen new color towels & 16 used color towels
blankets 2 new & 8 used
mattress pads 3 single new, 1 double new & 7 used
bed spreads 2 new & 15 used
1 vacuum cleaner upstairs
1 vacuum cleaner downstairs
1 9' ladder
1 6' ladder

MOST ROOMS HAVE SHAVING MIRRORS

Boiler in the basement
Propane hot water tank 80 to 100 gallons
1 car garage and small room attached
1 big diesel tank-underground
1 propane tank

BOOK 328 PAGE 028
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Stewart Att
99 JUL 15 PM 4:49
EUREKA COUNTY NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES \$23.00

172344

BOOK 328 PAGE 044