

**173735**

**DEED OF TRUST**

**THIS DEED OF TRUST** made this 4<sup>th</sup> day of January, 2000,

by and between Kenneth E. Sanders and Dana M. Sanders. ("TRUSTOR"); and AARON BUFFINGTON and ETHEL M. BUFFINGTON ("BENEFICIARIES").

**WITNESSETH:**

The Trustors hereby grant, convey and confirm unto Trustee, in trust with power to sell, all of that certain lot, piece or parcel of land situated in the County of Eureka, State of Nevada, more particularly described as follows:

Lot 3 A of Parcel 2, Section 18, Township 21N  
Range 53 E RDB&M

**TOGETHER WITH** any and all buildings  
and improvements thereon.

**TOGETHER WITH** tenements, herditaments and  
appurtenances thereunto belonging or in anywise  
appertaining, and the reversion and reversions,  
remainder and remainders, rents, issues  
and profits thereof.

To secure the payment of a Promissory Note of even date herewith made by Trustees to Beneficiaries in the principal sum of Twenty six Thousand and 00/100 DOLLARS (\$26,000.00) with interest, expenses, charges and attorney fees as therein provided and to secure payments as performance of every obligation and term of this instrument.

**I.**

Covenants numbers 1, 2, 4 (interest at 11%)m 5, 6, 7 (a reasonable attorney fee), 8 and 9 of NRS 107.030 are hereby adopted and made part of this Deed of Trust.

**11.**

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As additional security, Trustees irrevocably give to Beneficiaries the right to collect the rests, issues and profits of said property and of any personal property located thereon, with or without taking possession of the property; reserving, however, to the Trustors the right to possession and the right to collect the rests, issues and profits whenever there does not exist any default in performing the obligations secured hereby.

**III.**

Should the Trustors be or become default under any Deed of Trust or other instrument constituting a lien on the aforesaid real property, the whole sum, principal and interest on the note secured hereby shall become immediately due at the option of the Trustee or Beneficiaries.

**IV.**

In event of default and the sale of the property hereby conveyed, Trustors promise to pay and deficiency between the amount realized on said sale and the obligations secured hereby and agree that suit may be maintained for said deficiency.

**V.**

Trustors agree to pay and discharge all governmental and other liens and levies on said premises and maintain the property and improvements, hereon in the condition in which they are now are, normal wear and tear accepted

## VI.

Neither any single, nor any combination of, the following shall adversely affect the rights of the Beneficiaries or the Trustee shall adversely affect the rights of the Beneficiaries or the Trustee hereunder, nor relieve any person from any obligations under this instrument or on the note secured hereby, extension of time for payment of any sum or sums due, partial reconveyance, acceptance of any sum after the same is due, or after filing notice of breach and election to sell, joinder in granting any extension or subordination agreement.

## VII.

Beneficiaries shall be entitled to receive and apply upon this obligation secured hereby said sums as may be paid in any eminent domain proceedings affecting the premises, whether payment of said obligation is due or not; provided, however, that Beneficiaries shall not be entitled to receive said sum beyond the total amount of the obligation secured by this Deed of Trust. Should the property be sold in private sale, all amounts due hereunder are due at the time of the sale.

## VII.

The rights and remedies granted herein to Beneficiaries and Trustee shall be concurrent and cumulative and in addition to the rights remedies otherwise granted by law.

## IX.

Words used herein in any gender include all other genders, the singular includes the plural, and plural the singular, where appropriated.

