177308

When recorded mail to Frank J. Solaegui 3005 Lantern Way Las Vegas, Nevada 89119

DEFOR TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRU, made November 26 , 2001, between RONALD
CARRION, an unmarriedan, and DELORES ALANIS, an unmarried woman, herein
called "Trustor", who address is: Post Office Box 159, Eureka, Nevada
89316 , RST AMERICAN TITLE COMPANY OF NEVADA, a Nevada
corporation, herein cled "Trustee", and FRANK J. SOLAEGUI, Successor
Trustee of the SOLAEG FAMILY TRUST dated January 16, 1991, herein called
"Beneficiary", whose dress is: 3005 Lantern Way, Las Vegas, Nevada 89119

WITNESSETH:

That Trustor irrocably grants to Trustee in trust, with power of sale, all interest of rustor in that certain property situate in the County of Eureka, Sta of Nevada, more particularly described as follows:

Lots four (4), fe (5), six (6) and seven (7) in Block four (4), as the same are lineated and described on the official map or plat of the TOWNTE OF EUREKA approved by the United States General Land Offe on November 19, 1937, on file in the office of the County Rerder of Eureka County, Nevada.

TOGETHER WITH, t tenements, hereditaments and appurtenances thereunto belonging cappertaining, and the reversion and reversions, remainder and remainds, rents, issues and profits thereof, subject, however, to the right Beneficiary, during any period of default hereunder, and withouwaiver of such default, to collect said rents, issues and profits by by lawful means, and to apply the same, less costs and expenses of colleion, to any indebtedness secured hereby.

FOR THE PURPOSE SECURING: (1) Payment of the principal sum of \$19,900.00, according the terms of a promissory note or notes of even date herewith made by sustor, payable to order of Beneficiary, and all extensions or renewalthereof; (2) the performance of each agreement of Trustor incorporated rein by reference or contained herein; and (3) payment of such additual sums which may hereafter be loaned to Trustor by Beneficiary when evideed by a promissory note or notes reciting that they are secured by this Dd of Trust.

AND THIS INDENTURE FUHER WITNESSETH:

Trustor agre to properly care for and keep said property in good condition and repr; not to alter, remove, damage or demolish any wailding or improvement thereon; to complete in a good and workmanlike manner any building of mprovement which may be constructed thereon, and to pay when due all clait for labor performed and materials furnished therefor; to comply we all laws, ordinances and regulations relating to any alterations or impowements made thereon; not to commit or permit any waste thereof; not to mmit, suffer or permit any act to be done in or upon said property in olation of any law, covenant, condition or restriction affecting id property; to cultivate, irrigate, fertilize, fumigate, prune and/oro any other act or acts, all in a timely and proper manner, which, from the character or use of said property, may be

reasonably necessary, he specific enumerations herein not excluding the general.

- 2. Trustor agrs to pay and discharge all costs, fees and expenses of this trust incurr ϵ in connection with any default by Trustor.
- 3. During the ntinuance of this trust, Truster covenants to keep all buildings that menow or at any time be on said property in good repair and insured agnst loss by fire, with extended coverage endorsement, in a comny or companies authorized to issue such insurance in the State of Nevad Said insurance shall be in such sum or sums as shall equal the total ndebtedness secured by this Deed of Trust and all obligations having prrity over this Deed of Trust, or the maximum full insurable value of su buildings, whichever is less. Said insurance shall be payable to Beneficity to the amount of the unsatisfied obligation to Beneficiary hereby sered. The policy or policies of said insurance shall be delivered to Benefiary or to the collection agent of Beneficiary, as further security, and default thereof. Beneficiary may procure such insurance and/or makeuch repairs, and expend for either of such purposes such sum or sums as Beficiary shall deem necessary. The amount collected by Beneficiary under y fire or other insurance policy may be applied by Beneficiary upon the debtedness secured hereby and in such order as Beneficiary may deterne, or, at the option of Beneficiary, the entire amount so collected, any part thereof, may be released to Trustor. Such application or releasshall not cure or waive any default or notice of default hereunder or validate any act done pursuant to such notice.
- 4. Trustor proses and agrees that if, during the existence of this trust, there be commeed or pending any suit or action affecting said property, or any parthereof, or the title thereto, or if any adverse claim for or against id property, or any part thereof, be made or asserted, he will appr in and defend any such matter purporting to affect the security and will by all costs and damages arising because of such action.
- 5. Any award cdamages in connection with any condemnation for public use of, or injy to said property, or any part thereof, is hereby assigned and shall beaid to Beneficiary, who may apply or release such moneys received by him the same manner and with the same affect as herein provided for dposition of proceeds of insurance.
- 6. Except as m be required by law, Trustee shall be under no obligation to notify y party hereto of any pending sale of said property, whether such sale is foreclosure or otherwise, or of any action or proceeding in which Tstor or Beneficiary or Trustee shall be a party, unless brought by Truee.
- 7. By acceptinpayment of any sum secured hereby after its due date, Beneficiary doesnot waive his right either to require prompt payment, when due, of 1 other sums so secured or to declare default, as herein provided, for ilure to so pay.
- 8. At any time and from time to time, without liability therefor, upon written request Trustor and Beneficiary, and without affecting the personal liability of my person for payment of the indebtedness secured hereby or the effect this Deed of Trust upon said property, Trustee may consent in writing to making of any map or plat thereof or join in granting any easement mereon.
- 9. Upon receipof written request from Beneficiary reciting that all sums secured here have been paid and upon surrender of this Deed of Trust and the note sered hereby to Trustee for cancellation and retention, or such our disposition as Trustee, in its sole discretion, may choose, and upon yment of its fees, the Trustee shall reconvey, without warranty, the operty then held hereunder. The recitals in such reconveyance of any mters of fact shall be conclusive proof of the truth thereof. The Grantee such reconveyance may be described in general terms as "the person persons legally entitled thereto".

- 10. Should Trusr default in the payment of any indebtedness secured hereby, or in the perrmance of any of the covenants and agreements herein contained or incorpored herein by reference, Beneficiary may declare all sums secured hereby iediately due and payable.
- 11. The followi covenants Nos. 1, 3, 4 (interest 12%), 5, 6, 7 (counsel fees a reanable percentage), 8 and 9 of Nevada Revised Statutes 107.030, are ereby adopted and made a part of this Deed of Trust, and, notwithstanding y provision of said covenant No. 7 to the contrary, proceeds of any forecsure sale shall be distributed pursuant to the provisions of Nevada vised Statutes 40.462.
- 12. Trustor agrs to pay any deficiency arising from any cause after application of the preeds of the sale held in accordance with the provisions of the covants hereinabove adopted by reference.
- 13. This Deed offrust applies to, inures to the benefit of, and binds all parties hero, their heirs, legatees, devisees, administrators, executors, successors and assigns. It is expressly agreed that the Trust created hereby is irrocable by Trustor.
- 14. Trustee accts this trust when this Deed of Trust, duly executed and acknowledged, is de a public record as provided by law, reserving, however, unto the Truse, the right to resign from the duties and obligations imposed hein whenever Trustee, in its sole discretion, deems such resignation to bin the best interest of the Trustee. Written notice of such resignation sil be given to Trustor and Beneficiary.
- 15. In this Deeof Trust, unless the context requires otherwise, the masculine gender incles the feminine and/or neuter, and the singular number includes the pral. The term "Beneficiary" includes any future holder of the note sered hereby. The term "Trustor" includes the term "Grantor".
- 16. If all or a portion of the property which is the subject of this Deed of Trust is inveyed from Trustor by deed, contract, execution, instrument or any othe mode or means, voluntarily or involuntarily, not caused by the demise Trustor, which will effect, in law or equity, a divestiture of Trustor interest or title in said property, the note secured hereby shall celerate and the entire balance of principal and interest, including granteed interest, then unpaid, plus any prepayment penalties, shall forthth become due and payable without notice or demand.

TRUSTOR:

Mill

Ronald Carrion

Tholores Alanis Toyres
Delores Alanis

STATE OF

COUNTY OF

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This instrument w acknowledged before me on Jumber 26, 2001, by RONALD CARRIC and DELORES ALANIS.

Notary Public



BOOK 345 PAGE
OFFICIAL RECORDS
RESPONDED ATTACHEMIEST LITTLE
OFFICIAL RECORDS
ALLOWATE MEVADA
M.N. REBALEATT, RECORDER
FILE NO.
FEES 16

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