

177308

When recorded mail to

Frank J. Solaegui
3005 Lantern Way
Las Vegas, Nevada 89119

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRU, made November 26, 2001, between RONALD CARRION, an unmarried man, 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

W I T N E S S E T H:

That Trustor irrocably grants to Trustee in trust, with power of sale, all interest of trustor 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 of Beneficiary, during any period of default hereunder, and without waiver of such default, to collect said rents, issues and profits byny 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 to the terms of a promissory note or notes of even date herewith made by trustor, payable to order of Beneficiary, and all extensions or renewal thereof; (2) the performance of each agreement of Trustor incorporated rein by reference or contained herein; and (3) payment of such additnal sums which may hereafter be loaned to Trustor by Beneficiary when evidded by a promissory note or notes reciting that they are secured by this Dd of Trust.

AND THIS INDENTURE FUHER WITNESSETH:

1. Trustor agre to properly care for and keep said property in good condition and repair; ~~not to alter, remove, damage or demolish any building or improve thereon~~; to complete in a good and workmanlike manner any building or improvement which may be constructed thereon, and to pay when due all claim for labor performed and materials furnished therefor; to comply w all laws, ordinances and regulations relating to any alterations or impvements 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 violation of any law, covenant, condition or restriction affecting said property; to cultivate, irrigate, fertilize, fumigate, prune and/or any other act or acts, all in a timely and proper manner, which, from th character or use of said property, may be

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

2. Trustor agrees to pay and discharge all costs, fees and expenses of this trust incurred in connection with any default by Trustor.

3. ~~During the continuance of this trust, Trustor covenants to keep all buildings that now or at any time be on said property in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada. Said insurance shall be in such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust, or the maximum full insurable value of such buildings, whichever is less. Said insurance shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary hereby secured. The policy or policies of said insurance shall be delivered to Beneficiary or to the collection agent of Beneficiary, as further security, and in default thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such sum or sums as Beneficiary shall deem necessary. The amount collected by Beneficiary under any fire or other insurance policy may be applied by Beneficiary upon the indebtedness secured hereby and in such order as Beneficiary may determine, or, at the option of Beneficiary, the entire amount so collected, any part thereof, may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or validate any act done pursuant to such notice.~~ D.A.T.

4. Trustor promises and agrees that if, during the existence of this trust, there be commenced or pending any suit or action affecting said property, or any part thereof, or the title thereto, or if any adverse claim for or against said property, or any part thereof, be made or asserted, he will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.

5. Any award of damages in connection with any condemnation for public use of, or injury to said property, or any part thereof, is hereby assigned and shall be paid to Beneficiary, who may apply or release such moneys received by him in the same manner and with the same effect as herein provided for disposition of proceeds of insurance.

6. Except as may be required by law, Trustee shall be under no obligation to notify any party hereto of any pending sale of said property, whether such sale is by foreclosure or otherwise, or of any action or proceeding in which Trustor or Beneficiary or Trustee shall be a party, unless brought by Trustee.

7. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment, when due, of all other sums so secured or to declare default, as herein provided, for failure to so pay.

8. At any time and from time to time, without liability therefor, upon written request of Trustor and Beneficiary, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon said property, Trustee may consent in writing to the making of any map or plat thereof or join in granting any easement thereon.

9. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed of Trust and the note secured hereby to Trustee for cancellation and retention, or such other disposition as Trustee, in its sole discretion, may choose, and upon payment of its fees, the Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto".

