# 177768

## **DEED OF TRUST**

THIS DEED (TR)	UST made	this1st	_day of_January_,	2001
by and between <u>Jojs</u>	R. ai	nd <i>Teresa</i>	<i>0. Brad</i> ytrus	TOR"); and
AARON BUFFINGTI and		1. BUFFINGTON	(" BENEFICIAI	NES").

## **WITNESSETH:**

The Trustors hby grant, convey and confirm unto Trustee, in trust with power to sell, all of that certaiot, piece or parcel of land situated in the County of Eureka,

State of Nevada, morerticularly described as follows:

Lot 1A1 of Pai 2, Section 18, Township 21N Range 53 E Ri&M

**TOGETHER** ITH any and all buildings and improvems thereon.

TOGETHER ITH tenements, herditaments and appurtenances reunto belonging or in anywise appertaining, a the reversion and reversions, remainder and nainders, rents, issues and profits ther:

To secure the ment of a Promissory Note of even date herewith made by

Trustees to Beneficiar in the principal sum of Twenty eight Thousand three hundred

And 00/100 DOLLAR\$28,300.00) with interest expenses, charges and attorney fees,
as therein provided and secure payments as performance of every obligation and
term of this instrumen

T.

Covenants nums 1, 2, 4 (interest at 10.5%)m 5, 6, 7 (a reasonable attorney fee), 8 and 9 of NRS 107.0 are hereby adopted and made part of this Deed of Trust.

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

## HI.

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

#### IV

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

## V.

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

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

## VII.

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

## VII.

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

## IX.

Words used hen in any gender include all other genders, the singular in-

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includes the plural, andural the singular, where appropriated.

X.

The provisions rein shall bind and run in favor of the heirs, executors, administrators, success and assigns of the respective parties.

IN WITNESS HEREOF, Trustors have executed this Deed of Trust the day and year first abowritten

STATE OF NEVAD

Second Second

GLAD'NOICOECHEA
Notary Fc - State of Nevada
Appointmetorded in Eureka County
No: 94-03 Expires October 28, 2002

RECORDED AT THE REQUEST OF CASON SUFFICIENCES OF OZ FEB 14 AMTT: 33

FILE NO. FEE **177768** 

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