19084

**DEED OF TRUST** 

THIS DEED OF UST made this \_\_\_\_\_\_ day of May , 2002

by and between Kennetii. Sanders and Lola R. Sanders ("TRUSTOR"); and

AARON BUFFINGTOM ETHEL M. BUFFINGTON ("BENEFICIARIES"). (Trustees for the Bington Family Trust)

## WITNESSETH:

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

Lot 1A2 of Parce. Section 18, Township 21N Range 53 E RDIM

1A1 of Parcel 2, etion 18, Township 21N, Range 53 E, RD:M.

TOGETHER WI any and all buildings and improvemenhereon.

TOGETHER Wil tenements, herditaments and appurtenances thanto belonging or in anywise appertaining, ance reversion and reversions, remainder and reunders, rents, issues and profits there

To secure the parent of a Promissory Note of even date herewith made by Trustees to Beneficiaries the principal sum of Forty six thousand eight hundred And 00/100 DOLLARS 16,800.00) with interest expenses, charges and attorney fees, as therein provided and occure payments as performance of every obligation and term of this instrument.

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

11.

As additional secty, Trustees irrevocably give to Beneficiaries the right to collect the rests, use and profits of said property and of any personal property located thereon the or without taking possession of the property; reserving, however, to thrustors the right to possession and the right to collect the rests, issuend profits whenever there does not exist any default in performing the ligations secured hereby.

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

IV.

III.

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

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

Neither any singnor any combination of, the following shall adversely affect the rights of the Beneficies or the Trustee shall adversely affect the rights of the Beneficiaries or the Trus hereunder, nor relieve any person from any obligations under this instrument or the note secured hereby, extension of time for payment of any sum or sums due. Itial reconveyance, acceptance of any sum after the same is due, or after filing not of breach and election to sell, joinder in granting any extension or subordinating reement.

VII.

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

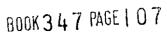
The rights and redies granted herein to Beneficiaries and Trustee shall be concurrent and cumulatiand in addition to the rights remedies otherwise granted by law.

IX.

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

X.

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



## IN WITNESS WIREOF, Trustors have executed this Deed of Trust the

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| day and year first above tten  |
| July O. L  |
| Kenneth M. Sanders   |
| Reinletti W. Saliders  |
| Dola R. Sanders Loia R. Sanders  |
| STATE OF MOVADA  |
| STATE OF NEVADA  |
| COUNTY OF EUREKA)  |
| $\mathcal{L}_{n}$  |
| , social disposition appeared obtains a  |
| Notary Public, Kenrih M. Sanders, who acknowledged to me that he she   |
| executed the above instrent,.  |
|  |
| STATE IF NEVADA  |
| COUNTY OF EUREKA   |
| COUNTY OF EURENJ   |
| On, 2002, personally appeared before me, a   |
|  |
| Notary Public Lola. Sanders, who acknowledged to be that he she  |
| executed the above instruct.   |
|  |
| De Lucalchea   |
| Mary /   |
| Company of the Compan |
| GLADY DICOECHEA  |
| Notary Put State of Nevada Appointment sted in Eureka County Appointment sted in Eureka County Appointment sted in Eureka 2002   |
| Appointment No. 94-0329-byes October 28, 2002  |
| may 24.7   |
| BOOK 347 PAGE 104<br>OFFICIAL RECORDS  |
| OFFICIAL RECORDS REGORDED AT THE RECORDS Valor Duffington 02 MAY -2 PH 4: 28   |
| 02 MAY -2 PM 1: 28   |
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| LUKERA COUNTY NEVADA<br>ILN. REBALEATI. RECORDER<br>FILE NO. FEES/8  |
| FILE NO. FEES/8-   |
| 178084   |
| BOOK 3 4 7 PAGE   08   |