

178213

APN 005-400-12

DEED OF TRUST

THIS DEED OF TRUST, made this \_\_\_\_\_ day of June, 2002, by and between FORREST SMITH, a married man as his sole and separate property, and MILTON DANIEL MOCK and IS MOCK, husband and wife, as Trustors, and STEWART TITLE OF NORTHEASTERN NEVA, a Nevada Corporation, as Trustee, and EDDIE COLLINS, Trustee under the EDDIE COLLIS TRUST dated August 15, 1990, as Beneficiary;

WITNESSETH:

That the said trustors hereby grant, bargain, sell, convey and confirm unto the said Trustee, and to its successors and assigns, with power to sell, the following described real property situate in the County of Eureka, State of Nevada, more particularly described as follows:

TOWNSHIP NORTH, RANGE 48 EAST, MDB&M.

 Section 11: 1

EXCEPTING FROM all of the above described land all petroleum, oil, natural gas, and profits derived therefrom, lying in and under said land, as reserved by SOUTHERN PACIFIC LAND COMPANY, a Corporation, in Deed recorded September 2 1951, in Book 24, Page 168, Deed Records, Eureka County, Nevada.

SUBJECT to all exceptions, reservations, restrictions, restrictive covenants, assessments, rights and rights of way of record.

TOGETHER with any and all buildings and improvements situate thereon.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or pertaining, and the reversion and reversions, remainder and remainders, its, issues and profits thereof.

TO HAVE AND TO HOLD the same unto the Trustee, and to its successors and assigns, upon the trusts, covenants and agreements herein expressed and as security for the payment of a

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**ROSS P. EARDLEY**

ATTORNEY AT LAW  
469 IDAHO STREET  
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certain Promissory Note even date herewith, for the principal sum of \$28,800.00, bearing interest from the date thereof, the rate of 7% per annum, said principal sum and interest being payable in monthly installments more specifically set forth in said Note; said Note being executed by the Trustors herein to the said Beneficiary and payable at 601 21<sup>st</sup> Street, Hermosa Beach, California 90254, or wherever the said Beneficiary in writing designates. Said Note is hereby referred to and incorporated herein as though set forth in full herein.

This Deed of Trust is also given as security for the payment of any and all monies which the Beneficiary and Trustee, or either of them, may or shall hereafter loan or advance to the Trustors, or any of them or advance for their account, even though the said loan or advance may be secured by other mortgage or Deed of Trust, and as security for the payment of all other monies that may become due to the Trustors, or any of them, from any cause whatsoever, including the payment of all other monies hereby agreed or provided to be paid by the Trustors, or which may be paid out, or advanced, by the Trustee, or by the Beneficiary, under the provisions of this Deed of Trust.

The Trustors hereby covenant and agree:

1. The Trustors promise and agree to properly care for and keep the property herein described, including encumbrances, buildings and other improvements thereon, in at least as good a condition of repair and maintenance as the same now are, subject to normal wear and tear, and to care for, protect and maintain any and all buildings situate thereon, and to otherwise protect and maintain said premises and not to commit nor permit any waste or deterioration thereof. The Trustors may make such alterations or improvements as they may desire on said premises, so long as they do not lessen the value of said property, and the Trustors shall pay, when due, all claims for labor performed or material furnished thereon.

2. That the Beneficiary, or his duly authorized agents, shall at all reasonable times have the right to enter upon the premises and inspect the same.

3. The Trust covenant, warrant and represent that the title conveyed is a fee simple absolute title, free and clear of all encumbrances; that they will forever warrant and defend the title to the premises above mentioned to the Trustee and Beneficiary and their successors and assigns, against all lawful claims and demands of all persons whomsoever.

4. The following covenants, Nos. 1, 2(\$ \_\_\_\_\_), 3, 4(7%), 5, 6, 7(Reasonable), 8 and 9 of Section 07.030 NRS are hereby adopted and made a part of this Deed of Trust.

5. The reconveyance of this Deed of Trust shall be at the cost and expense of the Trustors, or such other persons entitled to reconveyance.

6. The acceptance by said Beneficiary of any payment of the indebtedness hereby secured shall not operate as a waiver by the Beneficiary of any default by the Trustors made previously to such payment in any of the covenants or agreements to be made, kept and performed by the Trustors herein provided.

7. The Trustors hereby covenant and agree that neither the acceptance nor existence, now or hereafter, of another security for the indebtedness secured hereby, nor the release thereof, shall operate as a waiver of the security of this Deed of Trust, nor shall this Deed of Trust, nor its satisfaction, nor a reconveyance made hereunder, operate as a waiver of such other security now held or hereafter acquired.

8. All the provisions of this instrument shall apply to and bind the legal representatives, successors and assigns of the respective parties hereto, and it is distinctly understood and agreed that the words Trustors, Grantors, Trustee or Beneficiary, as used in this instrument, and any pronoun referring thereto, is intended to and does include the masculine, feminine and neuter genders, and the singular and plural numbers; that the covenants and agreements of the Trustors or Grantors herein shall be construed to be the joint and several covenants and agreements of all persons who sign this instrument; that if any provision of this Deed of Trust be judicially declared invalid, such decision shall not affect the validity of the remaining provisions, and if any sale made hereunder shall be judicially declared invalid or deemed by the Beneficiary to be invalid, such sale

shall not exhaust the proceeds of sale, and the Trustee, at the request of the Beneficiary, may proceed anew with the sale of the property, in order to enforce fully the provisions of this Deed of Trust.

9. Said Trusts agree that the said Trustee, or its successors in interest, shall not incur any liability on account any act done, or omitted to be done, in good faith, under the provisions of this Deed of Trust, and that said Trustee shall be fully protected in acting upon any statement, report, order, notice, receipt, consent or other paper or document believed to be genuine and signed by the proper parties.

10. The Trusts, so long as there is any balance owing in connection with this Deed of Trust, shall not sell, assign or transfer any interest in the property described herein, nor permit any assumption of the debt herein secured, without first obtaining the written consent of the Beneficiary. If all or any part of the property herein described, or any interest therein, is sold, assigned or transferred by the Trusts without the Beneficiary's prior written consent, the Beneficiary may, at his option, declare all sums secured by this Deed of Trust to be immediately due and payable.

IN WITNESS WHEREOF, the said Trustors have executed these presents the day and year first above written:

  
FORREST H. SMITH

  
MILTON DANIEL MOCK

  
IRIS MOCK

STATE OF NEVADA )  
COUNTY OF Elko ) SS.

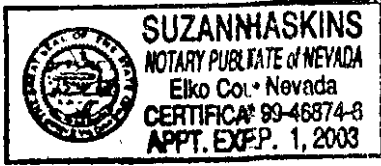
This instrumt was acknowledged before me on June 10, 2002, 2002, by  
FORREST H. SMITH.



Suzanne Bkins  
NOTARY PUBLIC

STATE OF NEVADA )  
COUNTY OF Elko ) SS.

This instrumt was acknowledged before me on June 10, 2002, by  
MILTON DANIEL MO and IRIS MOCK.



Suzanne Bkins  
NOTARY PUBLIC

Trustors' Address:  
P.O. Box 211176  
Crescent Valley, Neva 89821

Beneficiary's Address:  
601 21<sup>st</sup> Street  
Hermosa Beach, California 90254

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OFFICIAL RECORDS  
RECORDED AT THE DEPT. OF  
Stewart Title Co.  
02 JUN 24 PM 2:55

ELKO COUNTY, NEVADA  
M.N. REDALENTI, RECORDER  
FILE NO.

**178213**

FEES \$ 18.00

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