

Return to beneficiary

181974

A.P.N: 007-4463

**RECORDING REQUIRED BY:**

Stewart Title Company Northeastern Nevada  
810 Idaho Street  
Elko, Nevada 89801

**DEED OF TRUST**

THIS DEED OF TRUST, made and entered into as of the 6th day of June 2003, by and betwe **Egidio M. Oliveira**, a married man of Modesto, California, hereinafter called the Grantor; **Stewart Title of Northeastern Nevada**, a Nevada corporation, hereinafter called the Trustee; and **Gary L. Graber and Debbie Graber**, husband and wife, as it tenants with right of survivorship, of Eureka, Nevada, hereafter called the Beneficiaries, it being understood that the words used herein in any gender include all other genders, the singular number includes the plural, and the plural the singular,

**WITNESSETH:**

**THAT WHEREAS**, the Grantor is indebted to the Beneficiaries in the sum of ONE HUNDRED TEN THOUSAND DOLLARS (\$110,000.00), lawful money of the United States, and has agreed to pay the same according to the terms and tenor of a certain Promissory Note of even date herewith, and made, executed and delivered by Grantor to Beneficiaries, which he is in the words and figures as follows:

# PROMISSORY NOTE

\$110,000.00

Eureka, Nevada, June 6th, 2003.

**FOR VALUE RECEIVED**, the Maker promises to pay to the order of **Gary L. Graber and Debbie Graber**, husband and wife, as joint tenants with right of survivorship, at Eureka, Nevada, or wherever payment may be demanded by the holders of this Note, the sum of ONE HUNDRED TEN THOUSAND DOLLARS (\$110,000.00), together with interest on the declining balance to arise at the rate of seven per cent (7%) per annum from the date hereof until paid, all in the manner following:

\$731.83 on or before 30 days from the date hereof and a like sum on or before the same day of each and every month thereafter until the entire balance, together with all accrued interest is paid in full; *provided however*, that the entire paid balance, together with all accrued interest, must be paid in full no later than three years from the date hereof. Monthly payments shall be applied first to accrued interest to date thereof and the remainder upon the principal.

The Maker may, at his option, make additional payments or pay the entire unpaid principal, with accrued interest, full at any time. Payments shall be applied first to accrued interest to date of payment and the remainder upon the principal. Additional payments shall not be cumulative payments but the Maker shall in all events, pay at least the sums required by the above payment schedule.

The Maker and endorser waives demand, diligence, presentment, protest and notice of protest and nonpayment.

In the event of default the payment of any sum of principal or interest, or both, due hereunder, according to the terms and tenor hereof, or in the performance of any of the provisions of any security instruments now or hereafter securing this Note, the holders may, at their option, declare the entire amount of principal and interest due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

Any payment, including the final payment, made (in case of default in the payment of any part of the principal or interest due hereunder) more than 15 days after the due date shall be accompanied by a charge in an amount equal to 5% of the payment then due. The Maker promises and agrees to pay the holders' reasonable attorney's fees and costs incurred in collecting the same before and during litigation or nonjudicial foreclosure.

This Note is secured by Deed of Trust of even date herewith which contains, among others, a Due on Sale clause and shall be additionally secured by personal property consisting of a 40' x 6' Nashua, Serial No. NNID29541UX. Maker shall execute appropriate Security Agreements in favor of Holders as to same.

/s/ Egidio M. Oliveira  
Egidio M. Oliveira

**NOW, THEREFORE,** the Grantor, for the purpose of securing the payment of the Promissory Note and also the payment of all monies herein agreed or provided to be paid by the Grantor or which may be paid out or advanced by the Beneficiaries or Trustee under the provisions of this instrument, with interest in each case, does hereby grant, bargain, sell, convey and confirm unto the Trustee all of the right, title and interest, claim and demand, as well in law as in equity, which the Grantor may now have or may hereafter acquire of, in to the following described real property situate in the County of

~~Elko~~, State of Nevada and being more particularly described as follows:  
Eureka

TOWNSHIP 21 NORTH, RANGE 54 EAST, M.D.B.&M.

Section 33: M4

**TOGETHER WITH** all improvements situate thereon, or which are placed thereon during the life of this Deed of Trust.

**TOGETHER WITH** all water, water rights, rights to the use of water, dams, ditches, canals, pipelines, reservoirs, wells, pumps, pumping stations, and all other means for the diversion or use of water appurtenant to the said land or any part thereof, for irrigation, stockwatering, domestic or any other use.

**TOGETHER WITH** the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

**TO HAVE AND TO HOLD** the premises, together with the appurtenances, unto the Trustee, and its successors and assigns, for the uses and purposes herein mentioned.

The following covenants, Nos. 1, 2 (100% replacement cost), 3, 4 (Note Rate), 5, 6, 7 (reasonable), 8 and 9 of NRS 107.030, are hereby adopted and made a part of this Deed of Trust

This Deed of Trust also secures payment for further sums and the Promissory Notes evincing the same, together with interest as shall be provided for therein, as may hereafter be loaned or advanced by Beneficiaries to the Grantor.

Grantor consideration of the premises, hereby covenants and agrees that neither the acceptance nor existence, now or hereafter, of other 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 thereunder operate as a waiver of any such other security now held or hereafter acquired.

The Grantor expressly covenants and agrees at all times during the term hereof, and with respect to the land herein described, and all buildings and other improvements now or hereafter located or placed thereon:

- A. To properly care for and maintain the same in their present condition, order and repair, ordinary and reasonable wear and tear excepted;
- B. Not to alter, remove or change the present use of the same without the prior written consent of the Beneficiary;
- C. Not to commit or permit any waste of the same; or
- D. Not to do any other act or omit to do any other act which results, or is likely to result, in a reduction or impairment of the value of the same.

The total principal and interest balance of the Promissory Note secured by this Deed of Trust shall become immediately and automatically due if and when Grantor sells, or transfers any interest in the property encumbered hereby, or enters into a contract to do so, without the prior written consent of the Beneficiaries.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand as of the  
day and year first hereabove written.

  
Egidio M. Oliveira

STATE OF California  
COUNTY OF Stanislaus ) ss.

This instrument was acknowledged before me on June 3, 2003, by  
Egidio M. Oliveira.



  
NOTARY PUBLIC

When recorded return:  
Beneficiary  
HC 62, Box 62152  
Eureka, NV 89316  
03050751.pp  
May 29, 2003

BOOK 362 PAGE 184-189  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
Stewart Title Co  
2003 JUN -6 PM 4:35  
EUREKA COUNTY NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. FEES 19.00

**181974**

WILSON AND BARROWS, LTD.  
ATTORNEYS AT LAW  
442 Court St.  
ELKO, NEVADA 89801

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