

Return to Beneficiary

181975

A.P.N: 007-4463

RECORDING REQUIRED BY:

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

SECOND 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 **Asset Preservation, Inc.** a California corporation, of Gran Bay, California, hereafter called the Beneficiary; it being understood that the words used herein in any gender includes all other genders, the singular number includes the plural, and the plural the singular,

W I T N E S S E T H:

THAT WHEREAS, the Grantor is indebted to the Beneficiary 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 Beneficiary, which Note 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 **Asset Preservation, Inc.**, a California corporation, at Granite Bay, California, or wherever payment may be demanded by the holders of this Note, the sum of ONE HUNDRED TEN THOUSAND DOLLARS (\$110,000), together with interest on the declining balance to accrue 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 security Deed of Trust of even date herewith which contains, among others, a Due on Sale clause.

/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 Beneficiary or Trustee under the provisions of this instrument, with interest in each case, do hereby grant, bargain, sell, convey and confirm unto the Trustee all of the right, title and interest, claim and demand, as well law as in equity, which the Grantor may now have or may hereafter acquire of, in or to the following described real property situate in the County of Eureka, State of Nevada, and being more particularly described as follows:

TOWNSHIP 2 NORTH, RANGE 54 EAST, M.D.B.&M.

Section 33: $\frac{1}{4}$

TOGETHER WITH any 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 Beneficiary 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 hereunder 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 Beneficiary.

This Deed of Trust is now, or will be, subordinate to a prior Deed of Trust hereinafter referred to as the "Senior Mortgage". The Senior Mortgage is dated June 6th, 2003; executed by Egidio M. Oliveira as Trustor to Stewart Title of Northeastern Nevada, as Trustee, favor of **Gary L. Graber** and **Debbie Graber**, husband and wife, as joint tenants with right of survivorship, of Eureka, Nevada, as Beneficiaries; and recorded on the 6th day of June 2003 in Book 362, Official Records, at Page 184, Eureka County Recorder's Office. Any default by Grantor in the payment of the obligation unto the holders of the note secured by the Senior Mortgage, or in the performance of any covenants of the Senior Mortgage on the part of the Grantor herein to be performed, shall be a default upon the Deed of Trust; and Beneficiary, without or after correcting the default, may exercise right of foreclosure hereunder by judicial or non-judicial action, all pursuant to the terms hereof and the laws of the State of Nevada. To the extent that Beneficiary elects to advance sums to correct a default, the same shall be immediately due hereunder, together with interest accruing thereon at the legal rate.

The validity, construction, interpretation, effect and enforcement of this instrument, and all relations, rights, remedies, and liabilities of the parties arising out of, or in any way related to shall be governed by the law of the State of Nevada.

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



Elizabeth A. Samwal
NOTARY PUBLIC

When recorded return to:
Asset Preservation, Inc.
Attn: Heidi Best
4208 Douglas Blvd., Suite 300
Granite Bay, CA 956
03050761.PP
May 29, 2003

BOOK 362 PAGE 190
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Stewart Title Co.
2003 JUN -6 PM 4:37

EUREKA COUNTY NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES 20.00

181975