

BOOK *366* PAGE *173-178*
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Brett Bond
2003 OCT -7 PM 3:30

EUREKA COUNTY NEVADA
M.M. REBALEATI, RECORDER
FILE NO. **182599** FEES *43⁰⁰*

APN# 01-056-03

Recording Request by:

Name Brett Bond

Address P O Box 5

City/State/Zip Euta, NV 89316

JOINTENANCY GRANT BARGAIN AND SALE DEED
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2.
(Additional recording fee app)

This cover page must be typer printed.

BOOK 366 PAGE 173

LAW OFFICES
GARY D. FAIRMAN
A PROFESSIONAL CORPORATION
482 FIFTH STREET - P. O. BOX 5
ELY, NEVADA 89301
(775) 289-4422

1 to collect the rents, issues, and profits of said property,
2 reserving to Trustor the right, prior to any default by Trustor
3 in payment of any indebtedness secured hereby or in performance of
4 any agreement hereunder, to collect and retain such rents, issues,
5 and profits as they become due and payable.

6 on any such default, Beneficiary may at any time
7 without notice, either in person, by agent, or by a receiver to be
8 appointed by a court, and without regard to the adequacy of any
9 security for the indebtedness hereby secured, enter upon and take
10 possession of said property or any part thereof, in his own name
11 for or otherwise collect such rents, issues, and profits, including
12 those past due and unpaid, and apply the same, less costs and
13 expenses of operation and collection, including reasonable
14 attorney's fees, upon any indebtedness secured hereby, and in such
15 order as Beneficiary may determine.

16 In entering upon and taking possession of said property,
17 the collection of such rents, issues, and profits, and the
18 application thereof as aforesaid, shall not cure or waive any
19 default or notice of default hereunder or invalidate any act done
20 pursuant to such notice.

21 In the event all or any part of the property secured by
22 this Deed of Trust be sold, conveyed, transferred, or exchanged,
23 then the Note of even date secured hereby shall become immediately
24 due and payable at the option of the holder of said Note.

25 Inasmuch as Trustors and Beneficiary have heretofore executed an
26 Agreement with respect to repairs concerning the real property
27 secured by this Deed of Trust. A breach of the terms of said
28 Agreement by Purchasers shall be deemed to be a breach of the terms
of this Deed of Trust

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security for the payment of SEVENTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$77,500.00) in lawful money of the United States of America, with no interest thereon in like money and with expenses and counsel fees according to the terms of the Promissory Note or Notes for said sum executed and delivered by the Trustor to the Beneficiary; such additional amounts as may be hereafter loaned by the Beneficiary or his successor to the Trustor or any of them, or any successor in interest of the Trustor, with interest thereon, and any other indebtedness or obligation of the Trustor or any of them, and any present or future demands of any kind or nature which the Beneficiary, or his successor, may have against the Trustor or any of them whether created directly or acquired by assignment; whether absolute or contingent; whether due or not, or whether otherwise cured or not, or whether existing at the time of the execution of this instrument, or arising thereafter; also as security for the payment and performance of every obligation, covenant, promise or agreement herein or in said note or notes contained.

Trustor grants to Beneficiary the right to record notice that this Deed of Trust is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations of the Trustor for which Beneficiary may claim as Deed of Trust as security.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: The Trustor promises and agrees to pay when due all claims for labor performed and materials furnished for any construction, alteration or repair upon the above-described premises; to comply with all laws affecting said property or relating to any alterations or improvements that may be made

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1 COND: The Trustor promises to properly care for and
2 keep the prerty herein described in first-class condition, order
3 and repair to care for, protect and repair all buildings and
4 improvemen situate thereon; and otherwise to protect and preserve
5 the said prises and the improvements thereon and not to commit or
6 permit an waste or deterioration of said buildings and
7 improvemen or of any premises. If the above-described property
8 is farm la. Trustor agrees to farm, cultivate and irrigate said
9 premises in proper, approved and husbandmanlike manner.

10 IRD: The following covenants, Nos. 1, 2 (\$77,500.00
11 amount of nsurance), 3, 4 (interest 0% per annum), 5, 6, 7
12 (counsel fs 15%) and 8 of NRS 107.030, are hereby adopted and
13 made a parof this Deed of Trust.

14 URTH: Beneficiary may, from time to time, as provided
15 by statute or by a writing, signed and acknowledged by him and
16 recorded in the office of the County Recorder of the County in
17 which said and or such part thereof as is then affected by this
18 Deed of Trt is situated, appoint another Trustee in place and
19 stead of Tstee herein named, and thereupon, the Trustee herein
20 named sha be discharged and Trustee so appointed shall be
21 substitute as Trustee hereunder with the same effect as if
22 originallyamed Trustee herein.

23 FTH: Trustor agrees to pay any deficiency arising from
24 any cause ter application of the proceeds of the sale held in
25 accordance th the provisions of the covenants hereinabove adopted
26 by referen.

27 XTH: The rights and remedies hereby granted shall not
28 exclude another rights or remedies granted by law, and all rights
and remedies granted hereunder or permitted by law shall be

