

BOOK 383 PAGE 317-321
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
First American Title
2004 JUL 12 PM 4:52

EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES 18⁰⁰

188219

[Mail Tax Statement To:
Assessor's Parcel #: 001-094-01

RECORDING REQUESTED BY AND RETURN TO:
WESTERN NEVADA TITLE COMPANY
2258 Reno Hwy., Suite "A"
Fallon, Nevada 89406
#06-23625-04

DEED OF TRUST

THIS DEED OF TRUST, made this 8 day of July,
2004, between MICHAEL POPOVITCH, a single person, of the
County of Churchill, State of Nevada, hereinafter referred to
as Trustor, WESTERN NEVADA TITLE COMPANY, a Nevada
Corporation, hereinafter referred to as Trustee, and, JOANNA
T. ROSS, sole successor trustee of THE JACK S. ROSS AND JOANNA
T. ROSS FAMILY TRUST under Trust Agreement dated December 13,
1989, of the County of Churchill, State of Nevada, hereinafter
referred to as Beneficiary,

W I T N E S S E T H:

WHEREAS, the Trustor is indebted to the Beneficiary in
the sum of TWENTY THOUSAND DOLLARS (\$20,000.00), and have
agreed to pay the same according to the terms of a certain

promissory note of even date herewith, executed and delivered by the Trustor to the Beneficiary, and,

WHEREAS, this deed of trust is intended to secure the payment of said promissory note, and

NOW, THEREFORE, the Trustor, for the purpose of securing the payment of the sums due under said promissory note, and also of all other monies herein agreed or provided to be paid by the Trustor, or which may be paid out or advanced by the Beneficiary to the Trustee under the provisions of this instrument, with the interest in each case, grant unto the Trustee all that certain lot, piece, or parcel of land situate in the County of Eureka, State of Nevada, more particularly bounded and described as follows, to-wit:

Lots 1, 2, 3, 4 and 5 of Block 41 as shown on the official map of the Townsite of Eureka, on file in the Office of the County Recorder, Eureka County, Nevada.

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

This deed of trust will be security for the payment in lawful money of the United States of America, of any and all

monies that may hereafter become due and payable from the Trustor to the Beneficiary from any cause whatsoever, and shall also be security for any and all renewals of the debt of the Trustor to the Beneficiary, however evidenced.

The following covenants: Numbers 1, 2 \$ Reasonable, 3, 4 12 %, 5, 6, 7 (reasonable), 8, and 9 of Nevada Revised Statutes, Section 107.030 relating to transfers in trust of estates in real property, to secure the performance of an obligation, or the payment of a debt, and to provide that certain covenants, agreements, obligations, rights and remedies thereunder may be adopted by reference, and other matters relating thereto, are hereby adopted and made a part of this deed of trust.

In addition to the above covenants, the said Trustor also promise and agree to neither commit nor permit waste to the said premises and to keep the same in good condition and repair.

It is specifically understood and agreed that until such time as the note secured by this deed of trust has been paid in full, the Trustor shall not remove any buildings or improvements now on the premises, or which may hereafter be erected on said premises.

This Deed of Trust is executed by the Trustor hereof and accepted by the Beneficiary hereof with the understanding and upon the express condition that in the event the real property described in this Deed of Trust, or any part thereof, is sold, transferred or alienated by Trustor in any way, or by operation of law, or otherwise, all obligations set forth in the Promissory Note which this instrument secures, irrespective of the maturity dates expressed therein, at the option of the Beneficiary hereof, and without demand or notice, shall immediately become due and payable.

IN WITNESS WHEREOF, the Trustor has hereunto set hand the day and year first above-written.


MICHAEL POPOVITCH

STATE OF NEVADA)
 : ss.
County of Churchill)

On this 8th day of July, 2004, personally appeared before me, a Notary Public, in and for the county and state aforesaid, MICHAEL POPOVITCH, known to me or who proved to me to be the persons, described in and who executed the above and foregoing instrument; who acknowledged to me that

they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above-written.

Carrie Green-Hines
Notary Public

Document prepared by:
Mackedon, McCormick & King
179 South LaVerne Street
Fallon, Nevada 89406

