

## Official Record

Recording Requested By  
STEWART TITLE ELKO

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$20.00

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RPTT: \$0.00

Recorded By FS

Book- 0499 Page- 0123



0214941

APN# 007-200-65

Mailing Address of Grantee or Other Person Requesting  
Recording:Stewart Title Company  
870 Idaho Street  
Elko, NV 89801

Mail Tax Statements to:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Social Security Number Affirmation Statement:

☒ In accordance with NRS 239B.030, the undersigned person recording this document hereby affirms that this document does not contain the social security number of any person;

-OR-

☐ In accordance with NRS 239B.030, the undersigned person recording this document hereby affirms that this document does contain the social security number of a person.

Pamela J. Aguirre

Name

Escrow Officer

Title

Signature

Title of Document Recorded:

Deed of Trust

## DEED OF TRUST

**THIS DEED OF TRUST**, made and entered into as of the 6<sup>th</sup> day of <sup>April</sup>~~March~~, 2010, by and between Ferno L. Dubray and Carrie M. Dubray, First Parties, hereinafter called Trustors; Stewart Title of Nevada Holdings, Inc., a Nevada corporation, Second Party, hereinafter called Trustee; and Belinda Faye Morrison, Third Party, hereinafter called 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,

### WITNESSETH:

**THAT WHEREAS**, the said Grantors are indebted to the said Beneficiary, Belinda Faye Morrison, in the sum of Two Hundred Forty-Three Thousand Ninety-Seven Dollars (\$243,097.00), lawful money of the United States, and have 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 said Grantors to said Beneficiary, which note is in the words and figures as follows, to wit:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**WILSON BARROWS & SALYER**  
ATTORNEYS AT LAW  
442 Court Street  
Elko, Nevada 89801



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## PROMISSORY NOTE

\$243,097.00

Eureka, Nevada, \_\_\_\_\_, 2010.

**FOR VALUE RECEIVED**, the Makers promise to pay to the order of BELINDA FAYE MORRISON, at Eureka, Nevada, or wherever payment may be demanded by the holder of this Note, the sum of TWO HUNDRED FORTY-THREE THOUSAND NINETY-SEVEN DOLLARS (\$243,097.00), together with interest on the declining balance to accrue at the rate of eight percent (8%) per annum, payable bi-annually, from the date hereof until paid, all in the manner following, to-wit:

\$16,000.00 principal payment on or before October 10, 2010, and \$18,000.00 on or before March 10, 2011, and a like payment on the 10<sup>th</sup> day of each and every October and March thereafter until said principal and interest is paid in full, or until the 10<sup>th</sup> day of October 2025 at which time the then unpaid principal balance together with all accrued interest shall become due and payable.

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

The Makers and endorser waive demand, diligence, presentment, protest and notice of protest and nonpayment.

In the event of default in 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 holder may, at her 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.

In case of default in the payment of any part of the principal or interest due hereunder, the Makers promise and agree to pay the holder's reasonable attorney fee and costs incurred in collecting the same before and during litigation or nonjudicial foreclosure.

In the event Trustor shall sell, convey or alienate said property or any part thereof, or any interest therein, or shall be divested of their title or any interest therein, in any manner or way, whether voluntary or involuntary, without the written consent of the Beneficiary being first had and obtained, Beneficiary shall have the right, at her option, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

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This Note is secured by Deed of Trust of even date herewith.

Ferno L. Dubray

Ferno L. Dubray

Carrie M. Dubray

Carrie M. Dubray

**WILSON BARROWS & SALYER**  
**ATTORNEYS AT LAW**  
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**NOW THEREFORE**, the said Grantors, for the purpose of securing the payment of said Promissory Note, and also the payment of all monies herein agreed or provided to be paid by the said Grantors, or which may be paid out or advanced by the said Beneficiary or Trustee under the provisions of this instrument, with interest in each case, do hereby grant, bargain, sell, convey and confirm unto the said Trustee all of the right, title and interest, claim and demand, as well in law as in equity, which the said Grantors 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, to wit:

Parcel 3 as shown on that certain Map of Division into Large Parcels for William W. Riggs and Luhree G. Riggs filed in the office of the County Recorder of Eureka County, State of Nevada, on September 7, 2000, as File No. 175133, being a portion of Section 7, Township 21 North, Range 53 East, MDB&M.

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**TOGETHER WITH** all buildings and improvements situate thereon.

**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 said premises, together with the appurtenances, unto the said Trustee, and to its successors and assigns, for the uses and purposes herein mentioned.

The following covenants, Nos. 1, 2 (100% replacement cost), 3, 4 (8%) 5, 6, 7 (legal rate), 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 evidencing the same, together with interest as shall be provided for therein, as may hereafter be loaned or advanced by the Beneficiary to the Grantor.

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Said Grantor, in 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 Grantors expressly covenant and agree 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:

1. To properly care for and maintain the same in their present condition, order and repair, ordinary and reasonable wear and tear excepted.
2. Not to alter, remove or change the present use of the same without the prior written consent of the Beneficiary.
3. Not to commit or permit any waste of the same.
4. 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.

In the event Trustor shall sell, convey or alienate said property or any part thereof, or any interest therein, or shall be divested of their title or any interest therein, in any manner or way, whether voluntary or involuntary, without the written consent of the Beneficiary being first had and obtained, Beneficiary shall have the right, at her option, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

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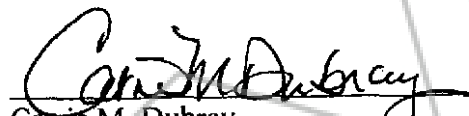


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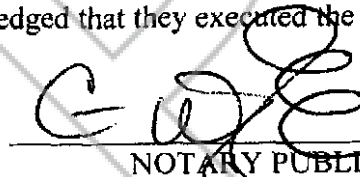
IN WITNESS WHEREOF, the said Grantors have hereunto set their hands as of the  
day and year first hereinabove written.

  
Ferno L. Dubray

  
Carrie M. Dubray

STATE OF NEVADA,                   )  
  ) ss.  
COUNTY OF ELKO.                )

On March 23, 2010, personally appeared before me, a Notary Public, Ferno L. Dubray and Carrie M. Dubray, personally known (or proved) to me to be the persons whose names are subscribed to the above instrument who acknowledged that they executed the above instrument.

  
NOTARY PUBLIC

10030301.jas.wpd  
March 16, 2010



WILSON BARROWS & SALYER  
ATTORNEYS AT LAW  
442 Court Street  
Elko, Nevada 89801

