

APN # 001-161-14

Recording Requested By:

Name Antonio C. Tognoni

Address 320 Shady Valley Rd.

City/State/Zip Sparks, NV 89441

EUREKA COUNTY, NV

Rec:\$35.00

Total:\$35.00

ANTONIO C TOGNONI

2018-235540

07/06/2018 04:48 PM

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LISA HOEHNE, RECORDER

Deed of Trust
(Title of Document)

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

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 6 day of July, 2018, by and between ANTONIO C. TOGNONI and VERONICA L. TOGNONI, husband and wife of Sparks, Nevada, 320 Shady Valley Road, 89441, hereinafter called "Grantor", and GLADYS P. GOICOECHEA and PETER J. GOICOECHEA, wife and husband of Eureka, Nevada, as joint tenants with right of survivorship, hereafter called "Beneficiaries".

WHEREAS, the Grantor is indebted to the Beneficiaries in the sum of SIXTY THOUSAND DOLLARS (\$60,000.00), lawful money of the United State of America, and has agreed to pay the same according to the tenor and terms of a certain Agreement (Promissory Note) bearing even date and made, executed and delivered by the Grantor to the said Beneficiaries, a copy of which Agreement (Promissory Note) is attached hereto Exhibit "A" and made a part hereof.

NOW, THEREFORE, the said Grantor, for the purpose of securing the payment of the said Agreement (Promissory Note), and the principal and interest, and all other amounts set forth, therein provided to be paid, and also the payment of all other moneys herein agreed or provided to be paid by the said Grantor, if such payments are made under the provisions of this instrument, with interest in each case, hereby grants, bargains, sells, conveys and confirms unto the said Beneficiaries all the right, title, estate, interest, homestead or other claim or demand, as well in law as in equity which the said Grantor now has or may hereafter acquire of, in or to the property, improvements and appurtenances, situate in the Town of Eureka, County of Eureka, State of Nevada, and more particularly described as follows:

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400 SOUTH MONROE STREET, EUREKA, NEVADA

A parcel of land north of Block 45, and more particularly described as follows:

BEGINNING at a point at the NE corner of Lot 1 in Block 45, THENCE N 8 degrees 33' W, a distance of 62 feet to the south sideline of Block 32; THENCE S 82 degrees 56' W along said south line of Block 32, a distance of 150 feet; THENCE S 8 degrees 33' E, a distance of 62 feet to a point; THENCE N 82 degrees 56' E, a distance of 7.76 feet to the NW corner of Lot 1 in Block 45; THENCE N 81 degrees 27'E an extending along the north sideline of Lot 1 in Block 45, a distance of 142.24 feet to the point of beginning. Plus see Exhibit "A" attached hereto Together with the houses and improvements situate thereon.

EXHIBIT "A":

BEGINNING at a point N 8 degrees 33' W, a distance of 51.46 feet from the NE corner of Lot 1, Block 45, a point on the southside line of Block 32; THENCE N 82 degrees 56' E, a

distance of 9.38 feet to a point on the south sideline of Block 32; THENCE N 8 degrees 33' W, a distance of 31.0 feet, THENCE S 82 degrees 56' W, a distance of 159.38 feet, THENCE S 8 degrees 33' W, a distance of 31.0 feet, a point on the south sideline of Block 32; THENCE N 82 degrees 56' E, a distance of 150.0 feet to the point of beginning, a point on the south sideline of Block 32.

14,229 square feet more or less


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

The following covenants of NRS 107.030 are hereby adopted and made part of this Deed of Trust: Nos. 1; 2 (\$none), 3; 4 (5%); 5; 6; 7 (reasonable), 8; and 9.


Said Grantor, in consideration of the premises, hereby covenants and agrees that neither the acceptance nor existence, now or hereafter, or other security for the indebtedness secured hereby, or the release thereof, shall operate as a waiver of the security of the 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.

This Deed of Trust shall inure to the benefit of and be binding upon the Grantor as indicated in the first paragraph of this Deed of Trust, and their respective heirs, executors, administrators and assigns accordingly.

IN WITNESS WHEREOF, the Grantors have executed these presents the day and year first above written.



ANTONIO C. TOGNONI



VERONICA L. TOGNONI

STATE OF NEVADA)

: ss.

COUNTY OF EUREKA)

On July 6th, 2018, personally appeared before me, a Notary Public, ANTONIO C. TOGNONI and VERONICA L. TOGNONI, who acknowledged to me that they executed the above instrument.

Kathy Bacon-Bowling

NOTARY PUBLIC

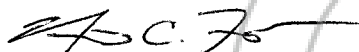


NOTE SECURED BY DEED OF TRUST

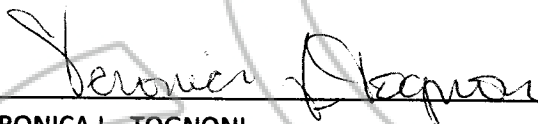
\$60,000.00, Eureka, Nevada, July 6, 2018, ANTONIO C. TOGNONI and VERONICA L. TOGNONI, after date, for value received, undersigned promise to pay to GLADYS P. GOICOECHEA and PETER J. GOICOECHEA, or order, at Eureka, Nevada, the sum of SIXTY THOUSAND DOLLARS, (\$60,000.00), with interest at five (5%) percent per annum, payable as follows:

The sum of SIX THOUSAND DOLLARS, (\$6,000.00), plus interest at the rate of five (5%) percent per annum payable on the _____ day of July, 2018, and a like sum of SIX THOUSAND DOLLARS, (\$6,000.00), plus interest as aforesaid on the 6 day of July of each and every calendar year thereafter, until the entire sum of SIXTY THOUSAND DOLLARS, (\$60,000.00), plus interest has been fully paid. (July 6, 2028).

Should default be made in payment of any principal and interest or in the performance of any obligation contained in the Deed of Trust by which this note is secured, the whole sum of principal and interest shall become immediately due the option of the holder hereof. Principal and interest payable in lawful money of the United States. If action be instituted in any Court to enforce any obligation secured by such Deed of Trust, undersigned promise to pay such sum as the Court may fix as Attorney's fees in said action. This note is secured by Deed of Trust, of even date herewith, to



ANTONIO C. TOGNONI



VERONICA L. TOGNONI

DO NOT DESTROY THIS NOTE: When paid, this note with Deed of Trust securing same must be surrendered to Beneficiaries for cancellation before reconveyance will be made.