

DEED OF TRUST

THIS DEED OF TRUST: Made and entered into this 8<sup>th</sup> day of October 1998, By and between KENNETH HAFEN, with address of P.O. Box 816 Panaca Nevada 89042 as Grantor, a single man, and Max McCrosky and or Shirley McCrosky, with address of H.C.#74, P.O. Box 172, Pioche Nevada 89043 as TRUSTEE,S and as BENEFICIARIES

WITNESSETH: That Grantor, for good and sufficient consideration, this of which is hereby made and acknowledged; hereby conveys and warrents unto said Trustees/Beneficiaries, and to their heirs and assigns in trust, FOR THE PURPOSE OF SECUREING PERFORMANCE of the covenants and agreements herein contained; more particularly described as follows;

Within the town of Panaca, County of Lincoln, State of Nevada;  
Parcel #02-103-10, Lot # 29, Sun Gold Manor, Unit #1, Including one 1972 Visalia Double Wide Trailer (MOBILE HOME) 20'X40', Serial # S5127X & 11.  
Subject only to any existing right's of way or easements of record in Lincoln County.

TO HAVE AND TO HOLD: the same unto the Trustees/Beneficiaries, as herein provided;

WHEREAS: GRANTOR is justly indebted to said Trustees/Beneficiaries upon that certain promissory note executed of even date herewith, Said Promissory note is attached hereto and designated as EXHIBIT "A",

THE GRANTOR COVENANTS AND AGREES AS FOLLOWS

1. To pay said indebtedness and the interest thereon as herein and in said Promissory Note provided or according to any agreement extending time of payment, also any other indebtedness due from said GRANTOR to TRUSTEES/BENEFICIARIES as herein provided.
2. The following COVENENTS: NO'S 1, 2 (Insurable value), 3, 4, (10%, 5, 6 (Default shall be waived if cured within 30 days of breach), 7 10%, 8 and 9 of N.R.S. 107.030, are hereby included and are a part of this Deed of Trust.
3. GRANTOR agrees to assume all property tax outstanding against said property as of Deed of Trust date, and agrees to maintain adequate Fire and Damage Insurance to cover the Interests of Trustees/Beneficiaries, as their interest may be.

IN WITNESS WHEREOF: I have set my hand the day and the year first above written, same being the effective date of this instrument,

STATE OF NEVADA )

SS:

COUNTY OF LINCOLN )



Kenneth Hafen

On this 8<sup>th</sup> day of October, 1998, Before me a Notary Public for the state of Nevada, County of Lincoln, Personally appeared before me, and acknowledged he executed the above written document of his own free will and knowledge, for the express purpose therein mentioned.

Margaret H. Jones  
NOTARY PUBLIC



EXHIBIT "A"

PROMISSORY NOTE

FOR VALUE RECIEVED: I promise to pay to the order of, MAX MCCROSKY and or Shirley McCrosky the principle sum of \$ 15,482.10, or the unpaid balance of the \$ 15,482.10 with interest of 7% per annum, both principle and interest payable in U.S. Funds only, Payments to be sent to H.C.# 72, P.O. Box 172 PIOCHE NEVADA 89043, unless otherwise notified in writing by beneficiaries.

It is understood and agreed that the installments of \$ 220.00 principle and interest shall be paid on this note the 5th day of November 1998, then each and every month on the 5th day untill note is paid in full, (Principle and interest.

Additional payments may be made on this note at any time with no penelty (Interest).

In case default be made in the payment of any said installments of principle and interest at the times and in the manner aforesaid then such installment or payment, installments or payments, so in default shall be added to and become a part of the principle sum, and for the date when each installment should have been paid until it is paid, it

shall bear the same rate of interest as the principle debt, being apart thereof, and at any time during such default, the entire unpaid balance of said principle sum, shall at the option of the holder of this note, and not otherwise, become due and payable, and notice of the exercise of such option is hereby expressly reserved.

If this note be collected by an attorney, either with or without suit, the undersigned agrees to pay reasonable Attorney,s fees. The makers, Guarantors, and endorsers hereby severally waive presentment for payment, notice of dishonor, protest and notice of protest, and of nonpayment of this note, and all defenses on the ground of any extension of the time of payment that may be given by the holder to them or any of them; and also agree that further payments of principle or interest in renewal thereof shall not release them as makers, guarantors or endorsers,

a Deed of TRUST secures this indebtedness evidenced by this note;

Dated this 8<sup>th</sup> day of oct 1998

Margaret H. Jones  
WITNESS

Kenneth Hafen  
KENNETH HAFEN

\$15,000.00	OTTE note
163.57	County Taxes
161.88	Water (Panaca Farmstead Water)
116.65	Panaca Power & Light
40.00	Recording fees.

\$15,482.10

NO. 111753

FILED AND RECORDED AT REQUEST OF

Shirley McCrosky

October 15, 1998

AT 10 MINUTE POINT 3 O'CLOCK

PM IN ROOM 137 OF OFFICIAL

RECORDS PAGE 575 UNCLERK

COUNTY CLERK

Yuriko Setzer

by Zelma P. ... deputy