

39264

File No.

DEED OF TRUST

THIS DEED OF TRUST, made this 28th day of October 28, A. D. 1963, by and between EDWARD A. MELKA and HELEN S. MELKA, husband and wife, of the Town of Eureka, County of Eureka, State of Nevada, the Parties of the First Part, hereinafter called the Grantors, and the FIRST NATIONAL BANK OF NEVADA, a corporation organized and existing under and by virtue of the laws of the United States of America, the Party of the Second Part, hereinafter called the Trustee, and the ESTATE OF JOE TOGNETTI, also known as JOSEPH TOGNETTI, Deceased, hereinafter called the Beneficiary,

W I T N E S S E T H:

WHEREAS, the Grantors are indebted to Beneficiary in the sum of FIVE THOUSAND FIVE HUNDRED (\$5, 500.00) DOLLARS, and have agreed to pay the same with interest thereon according to the terms of a certain promissory note of even date herewith executed and delivered therefor by the Grantors to the Beneficiary as follows:

"\$5, 500.00

Eureka, Nevada
October 28, 1963

On or before the 28th day of October, 1969, without grace, for value received, we jointly and severally promise to pay to the order of the ESTATE OF JOE TOGNETTI, also known as JOSEPH TOGNETTI, deceased, at the First National Bank of Nevada, Eureka Branch, situate in Eureka, Nevada, the sum of FIVE THOUSAND FIVE HUNDRED (\$5, 500.00) DOLLARS, lawful money of the United States of America, with interest on the declining balance in like lawful money, at the rate of Five (5%) per cent per annum from date hereof, in the manner following, to wit:

\$1, 000. 00 on or before October 28, 1964;
 \$1, 000. 00 on or before October 28, 1965;
 \$1, 000. 00 on or before October 28, 1966;
 \$1, 000. 00 on or before October 28, 1967;
 \$1, 000. 00 on or before October 28, 1968; and
 \$500. 00 on or before October 28, 1969.

Interest payments, as aforesaid, shall be made at the time of the annual payments on the principal and in addition thereto.

If additional payments are made, they shall first be applied to accrued interest to date of payment, and the remainder upon the principal.

In the event of default in payment of any sum of interest or principal due hereunder, according to the terms and tenor hereof, the holder or holders may at their option declare the entire amount of principal and interest due and payable.

The endorsers, sureties, guarantors and assignors severally waive presentation for payment, protest and notice of protest for non-payment of this note, and all defenses on the ground of any extension of time of its payment that may be given by the holder or holders, to them or either of them, or the makers thereof. In the event of the non-payment of this said note at maturity, or its collection by suit, we agree to pay all expenses that may be incurred thereby, including a reasonable attorney's fee, and to that end bind ourselves, our heirs, executors, administrators and assigns forever. For the purpose of attachment or levy of execution, this note shall be payable wherever we may be situated, at the option of the holder or holders.

This Note is secured by a Deed of Trust.

/s/ Edward A. Melka
 Edward A. Melka

/s/ Helen S. Melka
 Helen S. Melka "

NOW THEREFORE, the Grantors for the purpose of securing the payments of said promissory note, principal, interest and other amounts set forth therein and herein referred to, and also all other moneys herein agreed or provided to be paid by the Grantors, or which may be paid out or advanced by the Beneficiary, or the Trustee under the provision of this instrument, with the 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 more particularly described as follows, to-wit:

The SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section Two; NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section Eleven; and the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section Fourteen, all in Township 19 North, Range 53 East, M. D. & M., together with that certain water right known as the Eureka Ditch, originally appropriated by Application Permit No. 10682, and now held under application for permission to change the point of diversion and place of use No. 11187, and together with all of the improvements located on said premises, including all of the old railroad depot buildings, sheds, and corrals, and the possessory title to the lands upon which said buildings stand, and which is used in connection with the use of said buildings, all of which said property is located about one mile north of the Town of Eureka, Nevada, and together with all water, water rights, dams, ditches and reservoirs used in connection with the irrigation of said lands, and for stock watering purposes, if any, and all such range rights which may be, or hereafter become, appurtenant to the premises above described, with the appurtenances.

TOGETHER with all and singular the privileges, appurtenances, tenements, hereditaments, easements and rights-of-way thereunto belonging or usually enjoyed with said premises, or any part thereof, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises with appurtenances, hereditaments, and improvements thereunto belonging or usually enjoyed with said premises or any part thereof, unto the said Trustee, and to its successors and assigns forever.

This Deed of Trust is and will be security for the payment in lawful money of the United States of America, of any and all moneys that may hereafter become due and payable from the Grantors to the Beneficiary, for any cause whatsoever, and shall also be security for any and all renewals of the debt of the Grantors to the Beneficiary howsoever evidenced.

The following covenants:

No. One (1);
 No. Three (3);
 No. Four (4) - five per cent
 No. Five (5);
 No. Six (6);
 No. Seven (7) - 10 % of the amount found due, but not less than \$500
 No. Eight (8); and,
 No. Nine (9)

of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands the day and year herein indicated.

Edward A. Melka
 EDWARD A. MELKA

Helen S. Melka
 HELEN S. MELKA

STATE OF NEVADA,)
) SS.
 COUNTY OF EUREKA,)

On this 27th day of November, A. D. 1963, personally appeared before me, the undersigned a Notary Public in and for said County and State, EDWARD A. MELKA and HELEN S. MELKA, husband and wife, known to me to be the persons described in and who executed the foregoing instrument; who duly 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 at my Office in the Town of Eureka, County of Eureka, State of Nevada, the day and year in this Certificate first above written.

Sanford A. Bunce
 NOTARY PUBLIC, in and for the
 County of Eureka,
 State of Nevada.

My Commission expires:

Feb. 3, 1965

File No. 39234

RECORDED AT THE REQUEST OF

Sanford A. Bunce

November 27 A.D. 1963

at 28 minutes past 10 A. M.

in Liber 2 of OFFICIAL RECORDS

Page 17-21 Records of

EUREKA COUNTY, NEVADA

Willis A. Bunker Recorder

By _____ Deputy

Fee \$ 5.55 (Paid)

