

# SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

(Note not not not)

for use in the Counties of Clark, White Pine, Esmeralda, Nye and Lincoln, in the State of Nevada

THIS DEED OF TRUST, made this first day of November, 19 63,  
between Nevelco, Incorporated

herein called GRANTOR or TRUSTOR,  
whose mailing address is 90 Louise Street, San Rafael, California

## Pioneer Title Insurance Company of Nevada,

a Nevada corporation, herein called Trustee, and

W. H. Settälneyer

herein called BENEFICIARY,

WITNESSETH: THAT WHEREAS Trustor has borrowed and received from Beneficiary in lawful money of the United States the sum of Eight hundred fifty-seven and no/100 DOLLARS and has agreed to repay the same, with interest, to Beneficiary in lawful money of the United States according to the terms of a promissory note of even date herewith, executed and delivered therefor by Trustor;

NOW, THEREFORE, for the purpose of securing each agreement of the Trustor herein contained including payment of the said promissory note and of any money with interest thereon that may be advanced by or otherwise become due to Trustee or Beneficiary under the provisions hereof and for the purpose of securing payment of such additional sums as may hereafter be advanced for the account of Trustor by Beneficiary with interest thereon, Trustor irrevocably GRANTS AND TRANSFERS TO TRUSTEE, in TRUST, WITH POWER

OF SALE, all that property in Eureka County, Nevada, described as:

Lot 7, Block AA, in Crescent Valley Unit #2.

TOGETHER WITH all appurtenances in which Trustor has any interest, including water rights benefiting said realty whether represented by shares of a company or otherwise; and

TRUSTOR ALSO ASSIGNS to Beneficiary all rents, issues and profits of said realty, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

TO HAVE AND TO HOLD said property upon and subject to the trusts and agreements herein set forth and incorporated herein by reference, and in that behalf the parties incorporate herein by this reference all of the agreements set forth in the paragraphs numbered I to XV, both inclusive, of the statement of express trusts attached to and incorporated by reference in those certain deeds of trust recorded in Book 63 of Trust Deeds, page 591, in the office of the County Recorder of Clark County, Nevada, and in Book 196 of Real Estate Record, pages 420-422, in the office of the County Recorder of White Pine County, Nevada, and in Book 3-F of Official Records, page 160, in the office of the County Recorder of Esmeralda County, Nevada, and in Book 10 of Official Records, page 499, in the office of the County Recorder of Nye County, Nevada, and in Book N of Mortgages, page 388, in the office of the County Recorder of Lincoln County, Nevada, inclusive of incorporations of statutory covenants therein by reference, EXCEPT ONLY that the amount agreed upon by the parties to this instrument with respect to covenant number 2 incorporated by reference in paragraph XII of such trusts and agreements is the amount of \$                    . Such provisions so incorporated shall have the same force and effect as though specifically set forth and incorporated verbatim in this deed of trust.

THE UNDERSIGNED TRUSTOR REQUESTS that a copy of any notice of default and any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

IN WITNESS WHEREOF Grantor has executed this instrument.

SEAL  
Affixed

Signature of Trustor Nevelco, Inc.

Del E. Preston  
Del E. Preston, President

Edward F. Pierce  
Edward F. Pierce, Secretary-Treasurer

STATE OF NEVADA, California  
COUNTY OF Maricopa

On 1st day of November 1963  
before me, the undersigned, a Notary Public in and for said County and State, personally appeared

Del E. Preston and  
Edward F. Pierce

known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

(Seal) William C. Hancock  
Notary Public in and for said County and State

(If executed by a Corporation the Corporation Form of Acknowledgment must be used.)

ORDER NO. \_\_\_\_\_

WHEN RECORDED MAIL TO: \_\_\_\_\_

## RECORDER: DO NOT RECORD

The following are the trusts and agreements referred to and interpreted by reference in the foregoing deed of trust:

- I. For the purpose of protecting and preserving the security of this Deed of Trust, the Grantor agrees to properly care for and keep said property in good condition and repair; not to remove or demolish any building thereon; to complete in a good and workmanlike manner any building which may be constructed thereon; and to pay when due all claims for labor performed and materials furnished thereon; to comply with all laws, ordinances and regulations requiring any alterations or improvements to be made thereon; not to commit or permit any waste thereon; not to commit, suffer or permit any act to be done in or upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely and proper manner, which, from the character or use of said property, may be reasonably necessary, the specific enumerations herein not excluding the general.
- II. The Grantor agrees to pay and discharge all costs, fees and expenses of these Trusts, including cost of evidence of title and Trustee's fee in connection with sale, whether completed or not, which amounts shall become due upon delivery to Trustee of Declaration of Default and Demand for Sale, as hereinafter provided.
- III. The amount collected under any fire insurance policy shall be credited: first, to accrued interest; next, to expenditures hereunder; and any remainder upon the principal, and interest shall thereupon come upon the amount so credited upon principal; provided, however, that at the option of the Beneficiary, the entire amount collected under the policies or any part thereof may be released to the Grantor, without liability upon the Trustee for such release.
- IV. The Grantor promises and agrees that if, during the existence of the Trust, there be commenced or pending any suit or action affecting said conveyed premises, or any part thereof, or the title thereto, or if any adverse claim for or against said premises, or any part thereof, be made or asserted, he will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.
- V. Any award of damages in connection with any condemnation for public use of or injury to any property or any part thereof is hereby assigned and shall be paid to Beneficiary, who may apply or release such moneys received by him in the same manner and with the same effect as herein provided for disposition of proceeds of insurance.
- VI. Trustee shall be under no obligation to notify any party hereto of any pending sale hereunder or of action or proceeding of any kind in which Grantor, Beneficiary and/or Trustee shall be named as defendant, unless brought by Trustee.
- VII. Acceptance by Beneficiary of any sum in payment of any indebtedness secured hereby, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as herein provided for failure so to pay.
- VIII. Trustee may, at any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the notes secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said property, reconvert any part of said property, consent in writing to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or subordination agreement in connection herewith.
- IX. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fee, the Trustee shall reconvey without warranty the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantor in such reconveyance may be described in general terms as "the person or persons legally entitled thereto," and Trustee is authorized to retain this Deed of Trust and note.
- X. (a) Should default be made by Grantor in payment of any indebtedness secured hereby and/or in performance of any agreement herein, then Beneficiary may declare all sums secured hereby immediately due by delivery to Trustee of a written declaration of default and demand for sale, and of written notice of default and election to cause said property to be sold (which notice Trustee shall cause to be duly filed for record) and shall surrender to Trustee this Deed, the notes and all documents evidencing any indebtedness secured hereby.
- (b) After three months shall have elapsed following recordation of any such notice of default, Trustee shall sell said property at such time and at such place in the State of Nevada as the Trustee, in its sole discretion, shall deem best to accomplish the objects of these Trusts, having first given notice of such sale as then required by law. Place of sale may be either in the county in which the property to be sold, or any part thereof, is situated, or at an office of the Trustee located in the State of Nevada.
- (c) The Grantor, Pledgor and Mortgagor of the personal property herein pledged and/or mortgaged waives any and all other demands or notices as conditions precedent to sale of such personalty.
- (d) Trustee may postpone sale of all, or any portion, of said property by public announcement at the time fixed by said notice of sale, and may thereafter postpone said sale from time to time by public announcement at the time previously appointed.
- (e) At the time of sale so fixed, Trustee may sell the property so advertised or any part thereof, either as a whole or in separate parcels at its sole discretion, at public auction, to the highest bidder for cash in lawful money of the United States payable at time of sale, and shall deliver to such purchaser a deed conveying the property so sold, but without covenant or warranty, express or implied, Grantor hereby agrees to surrender, immediately and without demand, possession of said property to such purchaser.
- XI. Trustee shall apply the proceeds of any such sale to payment of: expenses of sale and all charges and expenses of Trustee and of these Trusts, including cost of evidence of title and Trustee's fee in connection with sale; all sums expended under the terms hereof, not then repaid, with accrued interest at the rate of ten per cent (10%) per annum; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.
- XII. The following covenants, No. 1; 2 (1%); 3; 4 (10%); and 8 of an Act entitled "An Act 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" (approved March 29, 1927), are hereby adopted and made a part of this Deed of Trust.
- XIII. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.
- XIV. Trustee accepts these Trusts when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.
- XV. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural, and the term Beneficiary shall include any future holder, including pledgees, of the note secured hereby.

## RECORDER: DO NOT RECORD

## REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid

To Pioneer Title Insurance Company of Nevada, Trustee:

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated \_\_\_\_\_, 19\_\_\_\_

Recon. issued \_\_\_\_\_ by \_\_\_\_\_

Delivered to \_\_\_\_\_

Mail Reconveyance to \_\_\_\_\_

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.  
Both must be delivered to the Trustee for cancellation before reconveyance will be made.

Register No.

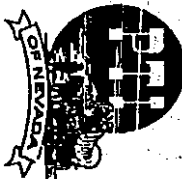
# DEED OF TRUST

WITH POWER OF SALE

SHORT FORM  
NOTE NOT SET OUT

TO

Pioneer Title Insurance Company  
of Nevada  
as Trustee



Pioneer Title Insurance Company of Nevada

Serving the State of Nevada Since 1833

WASHOE TITLE DIVISION

CARSON CITY  
11 West Telegraph Street

ELKO  
419 Railroad Street

FALLON  
82 North Middle Street

HENO  
27 East First Street

PIONEER TITLE DIVISION

LAS VEGAS  
125 South Fourth Street



## STATE OF CALIFORNIA

County of Marin

ss.

On this 1st day of November in the year one thousand nine hundred and sixty three

before me, Alexander L. Backofen, a Notary Public in and for  
the County of Marin, State of California,  
residing therein, duly commissioned and sworn, personally appeared Del E. Preston,  
President and Edward F. Pierce, Secretary & Treasurer  
known to me to be the officers  
of the corporation described in and that executed the within instrument, and also known to me  
to be the person who executed the within instrument on behalf of the corporation therein  
named, and they acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal,  
in the County of Marin, the day and year in this  
certificate first above written.

Alexander L. Backofen  
Notary Public in and for said County of Marin State of California.

My Commission Expires July 30, 1965  
CORPORATION ACKNOWLEDGMENT

FILE NO. 39285

Filed for record at the Request of Pioneer Title Ins Co  
NOV 29 1963, at 05 minutes past 8 A. M. Recorded  
in Book of 2 Official Records, page 22-23, Records of EUREKA  
COUNTY, NEVADA.

Fee: \$ 7.15

William G. Notari, Recorder