

FIRST DEED OF TRUST

THIS DEED OF TRUST, made this 10<sup>th</sup> day of January, 1964, by and between GARLIN O. PERRIN and ANITA C. PERRIN, his wife, of 90 Winslow Street, Redwood City, California, parties of the first part, hereinafter called the "Grantors", and KENNETH L. MANN, Attorney at Law of Elko, Nevada, the party of the second part, hereinafter called the "Trustee", and JOHN A. BORGNA and MARGUERITE BORGNA, his wife, as joint tenants with right of survivorship, and not as tenants in common, of Eureka, Nevada, hereinafter called the "Beneficiaries"; it being understood that the words used herein in any gender include all other genders, and the singular number includes the plural, and the plural the singular,

W I T N E S S E T H:

THAT WHEREAS, the said Grantors are indebted to the said Beneficiaries in the sum of Four Thousand Dollars (\$4,000.00), lawful money of the United States of America, 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 the said Grantors to the Beneficiaries, which provides for the payment of the sum of \$4,000.00, without interest, payable \$1,000 on or before the 1st day of August, 1964, with a like payment on the 1st day of August of each and every year until the full amount of the principal sum has been paid in full.

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 of or advanced by the said Beneficiaries or Trustee under the provisions of this instrument, with interest at the rate of six per cent (6%) per annum in each case where monies are advanced, 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 in or to the following described pieces and parcels of land, all of which are situate in the County of Eureka, State of Nevada, and more particularly described as follows, to-wit:

TOWNSHIP 23 NORTH, RANGE 52 EAST, M. D. B. & M.

Section 6:  $W\frac{1}{2}$  of Lot 15  
 Section 7:  $W\frac{1}{2}$  of Lot 1  
 Section 18:  $W\frac{1}{2}$  of Lot 7;  $W\frac{1}{2}$  of Lot 12.

SUBJECT HOWEVER to the reservation of mineral rights in that certain Patent recorded in Book 24, Deed Records, page 92, Eureka County Recorders Office;

FURTHER, the reservation of mineral rights in that certain Deed recorded in Book 24, Deeds of Record, page 201, Eureka County Recorders Office;

AND FURTHER, SUBJECT to the right-of-way granted to the Nevada Highway Department and recorded in Book 24, Deeds of Record, page 280, Eureka County Recorders Office.

Together with all improvements situate thereon, and all water and water rights.

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

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

The following covenants: 1, 3, 4 (6%), 5, 6, 7 (6%), 8 and 9 of NRS 107.030, are hereby adopted and made a part of this Deed of Trust.

Said Grantors, in consideration of the premises, hereby covenant and agree 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 thereunder, operate as a waiver of any such security now held, or hereafter acquired.

IN WITNESS WHEREOF, the said Grantors have hereunto signed their names the day and year first above written.

Garlin O Perrin  
GARLIN O. PERRIN

Anita C Perrin  
ANITA C. PERRIN

STATE OF CALIFORNIA, )  
COUNTY OF San Mateo ) SS

On this 30 day of January, 1964, personally appeared before me, a Notary Public in and for said County and State, GARLIN O. PERRIN and ANITA C. PERRIN, his wife, known to me to be the persons described in and who executed the foregoing instrument, and who 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 the day and year in this certificate first above written.



Margaret B Miller  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

MARGARET B. MILLER  
MY COMMISSION EXPIRES AUGUST 11, 1967

FILE NO. 39721  
Filed for record at the request of Pioneer Title Co of Nevada  
MARCH 31, 1964, at 06 minutes past 11 A. M. Recorded in  
Book 3 of Official Records, page 543-545, Records of EUREKA  
COUNTY, NEVADA.  
Fee: \$ 5.15  
Hillis A. DePaol, Recorder.