

THIS DEED OF TRUST, made this 24<sup>th</sup> day of MARCH, 1964,  
lv and between JOHN B. SHAW and GEORGIA N. SHAW, husband and wife,  
Trustors,  
and NEVADA TITLE GUARANTY COMPANY, a corporation organized and existing under and by  
virtue of the laws of the State of Nevada, Trustee for LEO BOGUS and ANN BOGUS,  
husband and wife, as joint tenants with right of survivorship and  
not as tenants in common, Beneficiaries,

**WITNESSETH:**

That Trustor does hereby grant, bargain, sell, convey and confirm unto Trustee in trust with power  
of sale, all that certain property in the ~~City of~~ Town of Beowawe, County of Eureka,  
State of Nevada, more particularly described as follows:

Lots 11, 12 and 13 in Block 11 of the TOWN  
OF BEOWAWE, County of Eureka, Nevada.

AND, ALSO, all the estate, interest, homestead or other claim, as well in law as in equity, which  
said Trustor now has or may hereafter acquire in and to said property, together with all easements  
and rights of way used in connection therewith or as a means of access thereto, and all and singular the  
tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the  
reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the same unto the said Trustee and its successors, for the purpose  
of securing:

Payment of an indebtedness in the sum of \$ 4,000.00, evidenced by a promissory note  
of even date herewith, with interest thereon, according to the terms of said note, which note by  
reference is hereby made a part hereof, executed by Trustor and delivered to Beneficiary, and payable  
to the order of Beneficiary, and any and all extensions or renewals thereof; payment of such additional  
sums with interest thereon, as may be hereafter loaned by the Beneficiary to Trustor when evidenced by  
the promissory note or notes of Trustor; payment of all other sums with interest thereon becoming  
due or payable under the provisions hereof to either Trustee or to Beneficiary, and the performance and  
discharge of each and every obligation, covenant and agreement of Trustor herein contained or herein  
adopted by reference.

**AND THIS INDENTURE FURTHER WITNESSETH:**

First: Trustor promises and agrees to pay when due all claims for labor performed and  
materials furnished for any construction, alteration or repair upon the above described premises; to  
comply with all laws affecting said property or relating to any alterations or improvements that may  
be made thereon; not to commit or permit waste thereon, not to commit, suffer or permit any acts  
upon said property in violation of any law, covenant, condition or restriction affecting said property.

SECOND: Trustor covenants to keep all buildings that may now or at any time be on said property  
during the continuance of this trust in good repair and insured against loss by fire, with extended cover-  
age endorsement, in a company or companies authorized to issue such insurance in the State of Nevada,  
and as may be approved by Beneficiary, for such sum or sums as shall equal the total indebtedness secured  
by this Deed of Trust and all obligations having priority over this Deed of Trust and shall be payable to  
Beneficiary to the amount of the unsatisfied obligation to Beneficiary hereby secured, and to deliver the  
policy to Beneficiary or to collection agent of Beneficiary, and in default thereof, Beneficiary may procure  
such insurance and/or make such repairs, and expend for either of such purposes such sum or sums as  
Beneficiary shall deem proper.

THIRD: The following covenants Nos. 1, 3, 4 (interest 10%), 5, 6, 7 (counsel fees 10%), 8 and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust.

FOURTH: Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

FIFTH: The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative. A violation of any of the covenants herein expressly set forth shall have the same effect as the violation of any covenant herein adopted by reference.

SIXTH: All the provisions of this instrument shall inure to, apply to, and bind the heirs, executors, successors and assigns of the survivor of Beneficiary and shall inure to, apply to, and bind the legal representatives, successors and assigns of each of the other parties hereto, respectively. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

SEVENTH: Trustor hereby assigns to the Trustee any and all rents of the above-described premises accruing after default and hereby authorizes Trustee, or a receiver to be appointed on application of Trustee or Beneficiary, without waiving or affecting the right of foreclosure or any other right hereunder, to take possession of the premises at any time after there is a default in the payments of said debt or in the performance of any of the obligations herein contained, and to rent the premises for the account of Beneficiary. At any Trustee's Sale held hereunder Trustee shall sell the property herein described as a single unit unless herein otherwise specifically directed and at such sale is hereby authorized to bid for Beneficiary or other absent person.

EIGHTH: It is hereby expressly agreed that the trust created hereby is irrevocable by Trustor.

IN WITNESS WHEREOF, Trustors have hereunto set their hands as of the day and year first above written.

*John B. Shaw*  
John B. Shaw

*Georgia N. Shaw*  
Georgia N. Shaw

STATE OF NEVADA

County of ~~Ormsby~~  
EUREKA

ss.

On this 3rd day of APRIL, 1964, personally appeared before me, a Notary Public in and for the County of ~~Ormsby~~ EUREKA, JOHN B. SHAW and GEORGIA N. SHAW, known to me to be the persons described in and who executed the foregoing instrument, and they 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 by official seal the day and year in this certificate first above written.

*Bernice L. Popolis*

Notary Public.

MY COMMISSION EXPIRES JANUARY 15, 1966

DOCUMENT NO. 39725

Filed for record at the request of Nevada Title Guaranty Company

on April 8, 1964 at 16 minutes past 3 o'clock P. M.

Recorded in Book 3 of Official Records, 549-550 Records of Eureka County, Nevada.

*Willis C. De La Rosa*  
COUNTY RECORDER

FEE: \$ 4.85

By: Deputy.