

BR-80

# Deed of Trust

This Deed of Trust, made and entered into this fourth day of June, 1964, by and between JOHN S. GAYNOR and JOAN B. GAYNOR, his wife

of Elko, Elko County, State of Nevada, hereinafter called the "Grantor", and PIONEER INSURANCE COMPANY OF NEVADA

Trustee, and NEVADA BANK OF COMMERCE, a banking corporation, organized and existing under and by virtue of the laws of the State of Nevada, and authorized to and doing a banking business in the State of Nevada, hereinafter called the "Beneficiary";

WITNESSETH: THAT WHEREAS, the Grantor is indebted to the said Beneficiary in the sum of THIRTY TWO THOUSAND ONLY Dollars (\$ 32,000.00), lawful money of the United States, and has agreed to pay the same according to the tenor and terms of a certain promissory note of even date herewith, and made, executed and delivered by the said Grantor to the said Beneficiary, which note is in the principal sum of THIRTY TWO THOUSAND ONLY Dollars (\$ 32,000.00), lawful money of the United States of America, together with interest thereon at the rate of Six & One <sup>Half</sup> Percent per annum, which promissory note matures on the 15th day of November, 1968.

NOW, THEREFORE, the said Grantor, for the purpose of securing the payment of the said promissory note, and the principal and interest, and all other amounts therein set forth, or therein provided to be paid, and also the payment of all other moneys herein agreed or provided to be paid by the said Grantor, or which may be paid out or advanced by the Beneficiary or Trustees, whether such payments or advancements are made under the provisions of this instrument or otherwise, with the interest in each case, hereby grants, bargains, sells, conveys and confirms unto the said Trustees all the estate and interest, homestead or other claim or demand, as well in law as in equity, which the said Grantor now has or may hereafter acquire of, in, or to the following described lots, pieces and parcels of land, improvements, and/or appurtenances, all of which are situated in the County of Eureka, State of Nevada, and being more particularly described as follows, to-wit:

TOWNSHIP 21 NORTH, RANGE 53 EAST, MDB&M

Section 3 : S $\frac{1}{2}$

Including Water Permit Numbers: 18626 & 20588

Together with all buildings and improvements situate thereon.

TOGETHER WITH ALL, AND SINGULAR, the tenements, hereditaments and appurtenances, thereunto belonging, or therewith had and enjoyed, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, the said premises, together with the appurtenances, unto the said Trustees and to their heirs, successors and assigns, for the uses and purposes therein mentioned.

THIS DEED OF TRUST shall be security for the payment, in lawful money of the United States, of all moneys that may hereafter become due and payable from the Grantor to the Beneficiary for any cause whatsoever, and shall also be security for any and all renewals of the debt of the Grantor to the Beneficiary, howsoever evidenced.

The following covenants, Nos. 1; 2 (Insurance) None; 3; 4 (Interest) 6 1/2 percent per annum; 5; 6; 7 (Attorney's Fee) Reas. percent; 8 and 9 of NRS 107,030, are hereby adopted and made a part of this Deed of Trust.

Said Grantor, in consideration of the premises, hereby covenants and agrees, 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 other security now held or hereafter acquired.

The word "Grantor" and the language of this instrument shall, where there is more than one "Grantor", be construed as plural, and be binding on all Grantors; and upon his or their heirs, executors, administrators, and assigns.

IN WITNESS WHEREOF, the said Grantor has hereunto signed his name the day and year first above written.

*John S. Gaynor*  
JOHN S. GAYNOR

*Joan B. Gaynor*  
JOAN B. GAYNOR

STATE OF NEVADA,

COUNTY OF Elko

ss.

On this fourth day of June, 1964, personally appeared before me, a Notary Public in and for said County and State,

John S. Gaynor and Joan B. Gaynor, his wife

known to me to be the persons described in and who executed the foregoing instrument; who duly acknowledged to me that...t...he...y...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 last above written.

*Lawrence D. Estlin*  
Notary Public

My commission expires: February 14, 1968



**39858**

FILE NO. \_\_\_\_\_

Filed for record at the request of Nevada Bank of Commerce  
June 12, 1964, at 51 minutes past 11 A.M. Recorded in  
Book 4 of Official Records, page 220-222, Records of EUREKA  
COUNTY, NEVADA.

Fee: \$3.75

*Jules A. DePaul*, Recorder.

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