

DEED OF TRUST

THIS DEED OF TRUST, made this 8th day of July, A. D. 1964, by and between ANGELO C. TOGNONI and EMILIA S. TOGNONI, also known as Eaelia Tognoni, husband and wife, and THOMAS C. JOHNSTON and CECILE T. JOHNSTON, husband and wife, all of the Town of Eureka, County of Eureka, State of Nevada, hereinafter called the Grantors, and THE FIRST NATIONAL BANK OF NEVADA, EUREKA BRANCH, of Eureka, Nevada, a corporation organized and existing under and by virtue of the laws of the United States of America, hereinafter called the Trustee, and MARTIN SEGURA of the Town of Eureka, County of Eureka, State of Nevada, hereinafter called the Beneficiary;

W I T N E S S E T H:

WHEREAS, the Grantors are indebted to the Beneficiary in the sum of THIRTY-FOUR THOUSAND EIGHT HUNDRED (\$34,800.00) 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:

"

PROMISSORY NOTE

\$34,800.00

Eureka, Nevada
July 8, 1964

On or before the 1st day of August, 1971, without grace, for value received, we, jointly and severally promise to pay to the order of MARTIN SEGURA, a single man, at Eureka, Nevada or in pursuance to his order, the sum of THIRTY-FOUR THOUSAND EIGHT HUNDRED (\$34,800.00) 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:

\$5500.00 on or before August 1, 1965;
\$5500.00 on or before August 1, 1966;
\$5500.00 on or before August 1, 1967;
\$5500.00 on or before August 1, 1968;

\$5500.00 on or before August 1, 1969;
 \$5500.00 on or before August 1, 1970; and,
 \$1800.00 on or before August 1, 1971.

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 of even date herewith.

/s/ ANGELO C. TOGNONI

Angelo C. Tognoni

/s/ EMILIA S. TOGNONI

Emilia S. Tognoni, also
known as Emelia Tognoni

/s/ THOMAS C. JOHNSTON

Thomas C. Johnston

/s/ CECILE T. JOHNSTON

Cecile T. Johnston

NOW THEREFORE, the Grantors for the purpose of securing the payment of said promissory note, principal, interest and other amounts set forth therein and herein referred to, and also of 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 provisions of this instrument, with the interest in each case, grant unto the Trustee all that real property situate in the Town of Eureka, County of Eureka, State of Nevada, and particularly

bounded and described as follows, to-wit:

$N\frac{1}{2}$ of Lot Sixteen (16); all of Lots Seventeen (17); Eighteen (18); Nineteen (19); Twenty (20); Twenty-one (21); Twenty-two (22); and, Twenty-three (23) in Block Twenty-one (21) in the aforesaid Town, County and State.

TOGETHER with the buildings, structures and all improvements thereon and everything appurtenant thereto.

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 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. Two (2) - 90 % average clause value but not less than \$20,000.00;
- 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 \$1500.00;
- No. Eight (8); and,
- No. Nine

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 other security now held or hereafter acquired.

Said Grantors further covenant and agree that they will, during the life of this Deed of Trust, keep the buildings, structures and improvements and other appurtenances situate and being upon the above described real property in as good a state of repair as the same now are, normal wear and tear excepted, and that during the term of this Deed of Trust no additions, alterations, improvements or changes in said buildings, structures or improvements shall be made by said Grantors without first having the consent of said Beneficiary, and that in the event that the said Grantors make any alterations or improvements in or upon or to the structures and buildings situate on the above described premises, that the said Beneficiary shall be protected from any mechanics' liens of any kind whatsoever either for work and labor done or performed or materials furnished, and to that end the said Grantors agree to post and keep posted during such period of construction work a Notice of Non-responsibility in accordance with the requirements of the Statutes of the State of Nevada, and to record same in accordance with the said statutory provisions. IT IS FURTHER UNDERSTOOD AND AGREED that the breach of either, any or all of the conditions herein set forth shall be sufficient ground for the Beneficiary to proceed to foreclose the said Deed of Trust in accordance with the provisions of the Statutes of the State of Nevada as in such cases made and provided.

This Deed of Trust supersedes and replaces a former Deed of Trust between the same Grantors and Beneficiary hereinabove named.

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

Angelo C Tognoni
ANGELO C. TOGNONI

Emilia S Tognoni
EMILIA S. TOGNONI, also known
as Emilia Tognoni

Thomas C. Johnston
 THOMAS C. JOHNSTON

Cecile T. Johnston
 CECILE T. JOHNSTON

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

On this 8th day of July, A. D. 1964, personally appeared before me, the undersigned, a Notary Public in and for said County and State, ANGELO C. TOGNONI and EMILIA S. TOGNONI, also known as Emelia Tognoni, husband and wife, and THOMAS C. JOHNSTON and CECILE T. JOHNSTON, 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.



My Commission expires:

February 3, 1965.

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

FILE NO. 39953

Filed for record at the request of Sanford A. Bunce

July 14, 1964, at 56 minutes past 10 A.M. Recorded in
 Book 4 of Official Records, page 390-394, Records of EUREKA

COUNTY, NEVADA.

Fee: \$ 6.55

Shelley A. McLaughlin
 Recorder.