

## DEED OF TRUST

THIS DEED OF TRUST, made this 28TH day of JUNE, 19 64 by and betweenJOSEPH H SCHUH and Karen M. Schuh

hereinafter called

Grantor, and PIONEER TITLE INSURANCE COMPANY OF NEVADA, hereinafter called trustee, and

SALOM Construction CompanyROUND - NOBADA.

hereinafter called Beneficiary.

## WITNESSETH:

WHEREAS, Grantor is indebted to Beneficiary in the sum of FIVE THOUSAND FOUR HUNDRED SEVENTY NINE AND 32/100 Dollars, (\$ 5,479.32), and has agreed to pay the same, according to terms of a certain promissory note of even date herewith, executed and delivered thereto by Grantor to Beneficiary, in words and figures as appear on the reverse of this sheet.

NOW THEREFORE, Grantor, for the purpose of securing the payment of said promissory note according to its tenor and also of all other moneys herein agreed or provided to be paid by Grantor, or which may be paid out or advanced by Beneficiary or Trustee under the provisions of this instrument, with the interest in the case of moneys paid out or advanced hereunder by Beneficiary or Trustee, grants unto Trustee all that real property situated in the County of WHITE PINE, State of Nevada, and bounded and described as follows, to-wit:

Lots 11 and 12 in Block 16A of the Official Map of the Townsite of Eureka, as per map thereof, filed in the office of the Recorder of Eureka County, State of Nevada.

Grantor agrees and covenants to keep the said premises insured in favor of the Beneficiary, in a company satisfactory to Beneficiary, in an amount equal to the face amount hereof, plus the total amount of any and all other incumbrances, during the life of this Deed of Trust, and such insurance shall include a standard loss payable clause for the benefit of said Beneficiary or his assigns. In case Grantor defaults in this covenant, Trustee may procure the same and the cost thereof, plus interest, shall be added to the amount of the said note.

This Deed of Trust shall also be security for any and all renewals of the debt of the Grantor to the Beneficiary, howsoever evidenced.

The following covenants Numbers 1, 2, 3, 4 (Interest at 12% per annum), 5, 6, 7 (counsel fee at 12%), 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

IN WITNESS WHEREOF, Grantor has executed these presents the day and year first above written.

Joseph H. Schuh  
Karen M. Schuh

STATE OF NEVADA

County of WHITE PINE } ss.

On this 28TH day of JUNE, 19 64, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared

JOSEPH H. SCHUH and Karen M. Schuh

personally known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (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.

Samuel B. Pappas  
NOTARY PUBLIC

MY COMMISSION EXPIRES APRIL 28 1968  
MY COMMISSION EXPIRES 1968

When recorded mail to:

Atlas Subsidiaries of Calif., Inc.  
538 West Grand Ave.  
Oakland, Calif. 94612

Space below for recorder's use only

Recording requested by:  
Atlas Subsidiaries of Calif, Inc.

## PROMISSORY NOTE

\$ 5479.32 Eureka, Nevada, June 28, 19 64  
 In installments as herein stated, for value received, I (we) promise to pay to Atlas Construction Company  
Attn: Reno, Nevada, or order, at the office of Atlas Subsidiaries of Calif  
Oakland, California, the sum of \$ 5479.32, payable in 84 installments of  
 \$ 65.23 on the \_\_\_\_\_ day of each month, beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_,

and continuing until said sum has been paid in full. Should default be made in payment of any installment when due, the whole sum of principal and interest shall, at the option of the holder of this note, become immediately due, and the holder of this note may make a late charge of five cents (5c) for every dollar of installment(s) due, such charge not to exceed Five Dollars (\$5.00) or be less than One Dollar (\$1.00) in respect to any one installment. Payable in lawful money of the United States. If suit or action shall be instituted in any court to collect any sum becoming due on this note, the undersigned promise to pay such sum as the court may adjudge reasonable as attorney's fees in said suit or action. In the event this note is collected by an attorney, but without court action, the undersigned promise and agree to pay reasonable attorney's fees.

## ASSIGNMENT

For valuable consideration, all my beneficial right, title and interest in the within Deed of Trust is assigned to Atlas Subsidiaries of Calif

IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of July, 19 64

Atlas Construction Company  
 BY Law Friedman TITLE Owner

STATE OF NEVADA

County of Washoe } ss.

On this 10th day of July, 19 64, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Law Friedman, to me known

to be the person who executed the foregoing instrument of assignment and acknowledged that his executed the same as his free act and deed.

Given under my hand and official seal the day and year in this certificate first above written.

Samuel B. Pizzner  
 NOTARY PUBLIC  
Washoe

MY COMMISSION EXPIRES APRIL 28, 1968

MY COMMISSION EXPIRES

IN AND FOR THE COUNTY OF \_\_\_\_\_  
 STATE OF NEVADA.

Recording requested by:  
 Atlas Subsidiaries of Calif, Inc.

FILE NO. 39968

Filed for record at the request of Atlas Subsidiaries of Calif  
July 17, 1964, at 59 minutes past 11 A. M. Recorded in

Book 4 of Official Records, page 407-408, Records of EUREKA

COUNTY NEVADA.

Fee: \$ 4.35

Willie A. DePaul, Recorder.