

DEED OF TRUST

THIS DEED OF TRUST, made the 17th of AUGUST, 1964, between
JOHN B. SHAW and GEORGIA N. SHAW, his wife,
 of Beowawe, Nevada
 Nevada, as Trustor, and also called Grantor, and WRIGHT & EARDLEY, a partnership,
 of Elko, Nevada, as Trustee, and EDITH MARY SHAW, a widow,
 of South Pasadena, Calif., as Beneficiary,

WITNESSETH:

That the said trustors hereby grant, bargain, sell, convey and confirm unto said Trustee, his successors and assigns, with power to sell, the following described real property, situated in the ~~CITY OF ELKO, COUNTY OF ELKO, State of Nevada~~ State of Nevada, and more particularly described as follows, to-wit:

All that certain piece or parcel of land situate in the Town of Beowawe, County of Eureka, State of Nevada, that is described more particularly as follows:

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

TOGETHER with all buildings and improvements on said property.

Covenants Nos. 1, 2 (reasonable), 3 (.....%), 4, 5, 6, 7 (\$.....), 8, 9, 12, 14 and 15 of Section 1 of an Act entitled "An Act relating to mortgages of real and personal property, and to provide that certain covenants may be adopted by reference," and being Section 108.020 N.R.S. of 1957, are hereby adopted and made a part hereof in connection with the above chattel property.

If the above property includes furniture or personal property, then as to such personal property, this instrument shall be deemed to be a chattel mortgage and shall not affect the deed of trust to the real property. The following shall be included in the real property: Land, buildings, improvements and all attachments thereto including furnace, hot water heater, pipes, oil tanks, and all floor coverings fastened or nailed to floors.

TOGETHER WITH all the estate, right, title and interest, homestead, or other claim or demand in law or in equity which the Trustor now has or may hereafter acquire in and to the said premises, with the appurtenances, and all plumbing, heating and water attachments or fixtures.

TO HAVE AND TO HOLD the same unto the Trustee and to his successor and assigns, upon the trusts, covenants and agreements herein expressed, to-wit:

As security for the payment of a certain promissory note, dated APRIL 7, 1964, for the principal sum of \$6,000.00 bearing interest from date at the rate of 5% per annum, said principal sum and said interest being payable in monthly payments; said note being executed by the Trustor herein to the said beneficiary herein, and payable at the office of said beneficiary in the City of Elko, County of Elko, State of Nevada. Said note is hereby referred to and incorporated herein as though set forth in full herein. Said note, with interest, shall be paid in full on or before

As security for the payment of any and all sums of money which the beneficiary and the trustee, or either of them, may or shall hereafter loan or advance to the Trustors, or either of them, even though the loan may be secured by other mortgage or deed of trust, or advanced for their account and as security for the payment of all other moneys that may become due from Trustors, or either of them, to the said Trustee and the Beneficiary, or either of them, from any cause whatsoever.

The Trustor covenants and agrees:

1. That he will and does hereby assign and transfer as additional security to the beneficiary all damages, royalties, oil rights, and revenue of every kind, nature and description whatsoever that the said trustor may be entitled to receive from any person, company or corporation owning or having or hereafter acquiring a right to the oil, gas or mineral rights and reservation of the premises above-described, other than the beneficiary. All such payments shall be applied on the indebtedness hereby secured.

2. That Trustor will keep all buildings, fences, fixtures and attachments and other improvements on said premises in good repair and shall not commit nuisance or waste or violate any law or do, permit or suffer any act to be done or omitted to lessen the security herein; trustor shall water and keep in good condition all lawn, trees and shrubberies, shall properly irrigate all irrigable land, utilize all water right and put the same to beneficial use, utilize all grazing rights and put the same to beneficial use and pay all fees in connection with the preservation of water and grazing rights, shall properly care for all livestock mortgaged and vaccinate all cattle and offspring according to custom of this County; that in the event of failure to perform any or all of these requirements, or any requirement provided elsewhere in this deed of trust, or mortgage, then the beneficiary is hereby empowered to enter upon and take possession of said property, either personally or by receiver appointed by court, and perform said requirement at the cost and expense of said trustors, which costs and expenses with interest at 2 % per annum from the date incurred, which shall be deemed a part of the debt secured by this deed of trust and a lien on said property, and shall be repayable to the beneficiary forthwith, without notice or demand.

3. That the beneficiary, or his duly authorized agents, shall at all times have the right to enter upon said premises and inspect said premises and all property mortgaged hereunder.

4. That Trustor covenants, warrants and represents that the title conveyed is a fee simple absolute title, free and clear of all encumbrances; that he will forever warrant and defend the title to said premises to the said Trustee and Beneficiary, and their successors and assigns against all lawful claims and demands of all person whomsoever.

5. The following covenants, Nos. 1, 2 (\$6,000), 3, 4 (5 %), 5, 6, 7 (15%), 8 and 9 of Section 2 of an act entitled "An act relating to transfers in trust of estates in real property to secure the performance of an obligation or the payment of a debt and to provide that certain covenants, agreements, obligations, rights and remedies thereunder may be adopted by reference and other matters relating thereto" approved March 29, 1927 and being Section 107.030 N.R.S., 1957, are hereby adopted and made a part of this Deed of Trust.

6. Covenant No. 5: Such reconveyance being at the cost and expense of such trustor or persons entitled to reconveyance.

7. The acceptance by the beneficiary of any payment on the indebtedness hereby secured, shall not operate as a waiver by the beneficiary of any default by the trustor made previously to or after such payment in any of the covenants or agreements to be made, kept and performed by the trustors as herein provided.

8. All the provisions of this instrument shall apply to and bind the legal representatives, successors and assigns of the respective parties hereto, and it is distinctly understood and agreed that the word "trustor or grantor," "trustee" or "beneficiary" as used in this instrument, and any pronoun referring thereto, is intended to, and does, include the masculine and feminine and neuter genders and the singular and plural numbers, that the covenants and agreements of the trustor or grantor herein shall be construed to be the joint and several covenants and agreements of all the persons who sign this instrument, that if any provision of this deed of trust be judicially declared invalid, such decision shall not affect the validity of the remaining provisions; and if any sale made hereunder shall be judicially declared invalid, or deemed by the beneficiary to be invalid, such sale shall not exhaust the power of sale and the trustee at the request of the beneficiary may proceed anew with the sale of this property in order to enforce fully the provisions of this deed of trust. Trustor shall not convey, sell, assign, transfer or lease his interest in said property without the written consent of beneficiary first had and obtained.

IN WITNESS WHEREOF, the said Trustors have executed the presents the day and year first hereinabove written.

John B. Shaw
Georgia N. Shaw

STATE OF NEVADA } ss.
COUNTY OF ELKO

On this 17 day of August, 19 64, personally appeared before me, a Notary Public in and for the County of Elko, JOHN B. SHAW and GEORGIA N. SHAW, his wife, known to me to be the person described in and who executed the foregoing instrument; 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 by official seal at my office in the County of Elko, the day and year in this certificate first above written.

John S. Brunson
NOTARY PUBLIC

My commission expires: 4-13-67

FILE NO. 40110

Filed for record at the request of John B. Shaw
August 18, 1964, at 01 minutes past 8 A. M. Recorded in
Book 5 of Official Records, page 318-319, Records of EUREKA
COUNTY, NEVADA.
Fee: \$ 5.85

Willis A. McPaul, Recorder.

