

40248

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 2nd day of September, 1964, by and between JAMES ITHURRALDE and MARY JEAN ITHURRALDE, husband and wife, hereinafter called the "Grantor", and FIRST NATIONAL BANK OF NEVADA, EUREKA BRANCH, hereinafter called the "Trustee", and HAZEL L. HANSON, hereinafter called the "Beneficiary";

WITNESSETH:

The Grantor hereby grants, bargains, sells, and conveys to the Trustee for the purpose of securing performance of the agreements herein, the following described real property, together with the buildings, structures and improvements thereon and everything appurtenant thereto, together with all rents, issues and profits of said premises, situate in the County of Eureka, State of Nevada, to-wit:

Mount Diablo Meridian, Nevada, T. 20 N., R. 53 E., Sec. 30, Lots 5, 6, 12, 13, 14, 19, 20, together with water rights appurtenant thereto under Permit Nos. 18908 and 18909, issued by the office of the State Engineer of the State of Nevada; and other appurtenances or privileges appertaining; and subject to any restrictions reserved against the same by the United States of America or otherwise applicable at this time. This parcel of land contains 296.81 acres, more or less.

Together with two pumps, one disc, miscellaneous galvanized roofing, lumber, and fencing materials, and one Buda engine.

In trust nevertheless, to secure to the above named Beneficiary, the payment of Twenty-nine Thousand Four Hundred Fifty Dollars (\$29,450.00) together with interest thereon at six percent (6%) per annum; said interest and principal to be paid according to the terms, conditions and tenor of a promissory note made by the Grantor to the Beneficiary for said sum, said note being of even date herewith; and also to secure 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; and also the payment of all advancements or renewals of the aforesaid note, or any indebtedness secured by this Deed of Trust.

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 Trustee and to its successors and assigns for the uses and purposes therein mentioned.

THIS DEED OF TRUST shall be security for all indebtedness not otherwise herein provided for that may hereafter, during the continuance of this Deed of Trust be due, owing and existing from the said Grantor to the said Beneficiary.

The following covenants, Nos. 1; 2 (Insurance), \$29,450.00; 3; 4 (Interest) 6% per annum; 5; 6; 7 (Attorney's Fee) 10%; 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

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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.

Said Grantor further covenants and agrees that he will, during the life of this Deed of Trust, keep the buildings, structures and improvements situate and being upon the above described real property in as good a state of repair as the same now are, 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 Grantor without first having the consent of said Beneficiary, and that in the event that the said Grantor makes 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 mechanic's liens of any kind whatsoever either for work and labor done or performed or materials furnished, and to that end the said Grantor agrees to file a Notice of Non-Responsibility in accordance with the requirements of the statutes of the State of Nevada. 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.

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.

James Ithurralde
Mary Jane Ithurralde

State of Nevada, }
County of White Pine. } ss.

On this 2nd day of September, 1964, personally appeared before me, a Notary Public in and for said County and State, JAMES ITHURRALDE and MARY JANE ITHURRALDE, husband and wife, known to me to be the persons 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 my official seal the day and year last above written.

Linda Rae Carson
Notary Public

My Commission Expires: 5-28-67



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Filed for record at the request of Gray & Horton
Septe. 8, 1964, at 06 minutes past 8 A. M. Recorded in
Book 5 of Official Records, page 476-477, Records of EUREKA
COUNTY, NEVADA.
Fog: \$ 4.65
Willis O. McPaul Recorder.