

DEED OF TRUST

THIS DEED OF TRUST, made this 9th day of October, 19 64
by and between CRESCENT VALLEY RANCH & FARMS, a Nevada Corporation
and NEVADA TITLE GUARANTY COMPANY, a corporation organized and existing
under and by virtue of the laws of the State of Nevada, Trustee for
GEORGE AND GENEVIEVE B. CASPER

W I T N E S S E T H :

That Trustor does hereby grant, bargain, sell, convey and con-
firm unto Trustee in trust with power of sale, all that certain property
in the County of Eureka, State of Nevada, more particularly
described as follows:

LOT 2, BLOCK 35, CRESCENT VALLEY RANCH & FARMS UNIT #1.

AND, ALSO, all the estate, interest, homestead of other claim,
as well in law as in equity, which said Trustor now has or may hereafter
acquire in and to said property, together with all easements and rights
of way used in connection therewith or as a means of access thereto,
and all and singular the tenements, hereditaments and appurtenances
thereunto belonging or in anywise appertaining, and the reversion and
reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the same unto the said Trustee and its suc-
cessors, for the purpose of securing:

Payment of an indebtedness in the sum of \$ 3,304.00, evi-
denced by a promissory note of even date herewith, with interest thereon,
according to the terms of said note, which note by reference is hereby
made a part hereof, executed by Trustor and delivered to Beneficiary,
and payable to the order of Beneficiary, and any and all extensions or
renewals thereof; payment of such additional sums with interest thereon,
as may be hereafter loaned by the Beneficiary to Trustor when evidenced
by the promissory note or notes of Trustor; payment of all other sums
with interest thereon becoming due or payable under the provisions here-
of to either Trustee or to Beneficiary, and the performance and discharge
of each and every obligation, covenant and agreement of Trustor herein
contained.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: Trustor promises and agrees to pay when due all claims
for labor performed and materials furnished for any construction,

alteration or repair upon the above-described premises, to comply with all laws affecting said property or relating to any alterations or improvements that may be made thereon; not to commit or permit waste thereon, not to commit, suffer or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting said property.

SECOND: The following covenants Nos. 1, 3, 4 (interest 10%), 5, 6, 7 (counsel fees 10%), 8 and 9 of Nevada Revised Statutes 107.030 are hereby adopted and made a part of this Deed of Trust.

THIRD: The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative.

FOURTH: All the provisions of this instrument shall inure to, apply to, and bind the heirs, executors, successors and assigns of Beneficiary and shall inure to, apply to, and bind the legal representatives, successors and assigns of each of the other parties hereto, respectively. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

FIFTH: Trustor hereby assigns to the Trustee any and all rents of the above-described premises and hereby authorizes Trustee, without waiving or affecting the right of foreclosure or any other right hereunder, to take possession of the premises at any time after there is a default in the payments of said debt or in the performance of any of the obligations herein contained, and to rent the premises for the account of Trustor.

SIXTH: It is hereby expressly agreed that the trust created hereby is irrevocable by Trustor.

IN WITNESS WHEREOF, Trustor has hereunto set his hands the day and year first above written.

CRESCENT VALLEY RANCH & FARMS

BY: A. Z. Seltzer

A. Z. Seltzer, President

BY: Arthur J. Duperron

Arthur J. Duperron, Assistant Sec.

STATE OF NEVADA

County of EUREKA

} ss

On this 20th day of October, 1964, personally appeared before me, a Notary Public in and for the County of Eureka

A. Z. Seltzer and Arthur J. Duperron known to me to be the person described in and who executed the foregoing instrument, and he, duly acknowledged to me that he 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.

40471

FILE NO. _____

Filed for record at the request of Crescent Valley Ranch & Farms Bernie L. Naples Notary Public

Nov. 23, 1964, at 36 minutes past 11 A.M. Recorded in Book 6 of Official Records, page 256-257, Records of EUREKA. MY COMMISSION EXPIRES JANUARY 15, 1968

COUNTY, NEVADA.

5. 4.05

Marie A. McTear Recorder.