

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 5th day of NOVEMBER, 1964, by and between IVON W. COWDREY and WILMA I. COWDREY, husband and wife, hereinafter called the "Grantors", the FIRST NATIONAL BANK OF NEVADA, Head Office, Reno, Nevada, Trust Department hereinafter called the "Trustee", and E. M. GRISWOLD, hereinafter called the "Beneficiary";

WITNESSETH:

THAT WHEREAS, the Grantors are indebted to said Beneficiary in the sum of Twelve Thousand Dollars (\$12,000.00), lawful money of the United States, and has agreed to pay the same according to the tenor and terms of a certain promissory note of even date herewith, and made, executed and delivered by the said Grantors to the said Beneficiary, which note is in the principal sum of Twelve Thousand Dollars (\$12,000.00), lawful money of the United States of America, together with interest thereon at the rate of seven per cent (7%) per annum.

NOW, THEREFORE, the said Grantors, for the purpose of securing the payment of the said promissory note, and the principal and interest and all other amounts therein set forth, or therein provided to be paid, and also the payment of all other moneys herein agreed or provided to be paid by the said Grantors, or which may be paid out or advanced by the Beneficiary or Trustee under the provisions of this instrument, with the interest in each case, hereby grants, bargains, sells, conveys and confirms unto the said Trustee all the estate and interest, homestead or other claim or demand, as well as in law as in equity, which the said Grantors now have or may hereafter acquire of, in or to the following described lots, pieces and parcels of land, improvements, and or appurtenances, all of which are situate in the County of Eureka, State of Nevada, and being more particularly described as follows, to-wit:

TOWNSHIP 22 NORTH, RANGE 54 EAST, M.D.B. & M.

Section 28: N $\frac{1}{2}$, containing 320 acres, more or less, together with all improvements thereon.

TOGETHER WITH all other rights of every kind and nature, however evidenced, to use of water, ditches and other accessories utilized for the irrigation and drainage of said premises, including the water rights now appurtenance to the above described premises under applications for permit to appropriate the public waters of the State of Nevada, bearing Serial Nos. 14947 and 19749, now on file and of record in the office of the State Engineer at Carson City, Nevada, reference to same being made for greater certainty and particulars.

TOGETHER WITH ALL AND SINGULAR, the tenements, hereditaments and appurtenances thereunto belonging and/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 the payment, in lawful money of the United States of America of 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, Nos. 1; 3; 4, seven per cent (7%); 5; 6; 7, ten per cent (10%); 8; and 9 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 or a reconveyance made thereunder operate as a waiver of any such other security now held or hereafter acquired.

IN WITNESS WHEREOF, the said Grantors have hereunto signed their names the day and year first above written.

Ivon W. Cowdrey
IVON W. COWDREY
Wilma I. Cowdrey
WILMA I. COWDREY

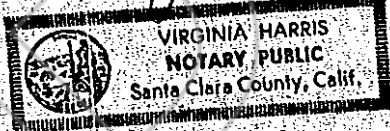
1 STATE OF CALIFORNIA, }
 2 County of SANTA CLARA } ss.

3 On this 5th day of NOVEMBER, 1964, personally ap-
 4 peared before me, a Notary Public in and for said County and State, IVON W.
 5 COWDREY and WILMA I. COWDREY, husband and wife, known to me to be the
 6 persons described in and who executed the foregoing instrument, who acknow-
 7 ledged to me that they executed the same freely and voluntarily and for the uses
 8 and purposes therein mentioned.

9 IN WITNESS WHEREOF, I have hereunto set my hand and affixed
 10 my official seal the day and year last above written.

11
 12
 13 My Commission Expires:

14 My Commission Expires October 7, 1967



FILE NO. 40518

Filed for record at the request of A. D. Demetras
 Dec. 3, 1964, at 47 minutes past 11 A. M. Recorded in
 Book 6 of Official Records, page 309-311, Records of EUREKA
 COUNTY, NEVADA.
 Fee: \$ 4.05

James A. DePaul Recorder.