

THIS DEED OF TRUST, made and entered into this 5th day of March, 1965, by and between THEODORE M. THOMPSON and OLIVE M. THOMPSON husband and wife, of

County of Eureka, State of Nevada, hereinafter called the Grantor.s, and Albert C. Gianoli or W. J. Benson of the City of Ely,

County of White Pine, State of Nevada, hereinafter called the Trustee, and the First National Bank of Ely, a corporation organized and existing under the national banking laws of the United States, doing and authorized to do business in Ely, County of White Pine, State of Nevada, hereinafter called the Beneficiary.

WITNESSETH: THAT WHEREAS, the Grantor.s ~~are~~ are indebted to the said Beneficiary in the sum of Fifty Thousand and no/100 DOLLARS lawful money of the United States, and ~~has~~ have 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 Grantor.s to the said Beneficiary and which is in words and figures as follows, to-wit:

\$50,000.00  
In annual payments of not less than Ely, Nevada March 5, 1965  
\$5,000.00 plus interest, beginning December 5, 1965  
after date, for value received, I, we, or either of us  
Promise(s) to  
Pay to the order of **THE FIRST NATIONAL BANK of Ely,**

Fifty Thousand and no/100 DOLLARS  
In Lawful Money of the United States of America  
at THE FIRST NATIONAL BANK OF ELY, in Ely, Nevada, with interest thereon, in like money at the rate of 6½ per cent per annum, payable quarterly from date until maturity, and thereafter at the rate of 6½ per cent per annum until paid, and if not paid at maturity and this note be placed with an attorney for collection, or if suit be instituted for its collection, the undersigned agree(s) to pay in either case reasonable attorney's fees. The makers, sureties, guarantors and endorsers hereof severally waive presentment for payment, protest, notice of protest and of non payment of this note. If the interest on this note is not paid at the time it becomes due the holder of this note at its option may declare the whole due and payable.  
This note is secured by Deed of Trust to payee, dated March 5, 1965 on real property situated in the state of Nevada

Due  
S/ THEODORE M. THOMPSON  
S/ OLIVE M. THOMPSON

NOW, THEREFORE, the said Grantor.s, 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 Grantor.s, 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 grant, bargain, sell, convey, and confirm unto the said Trustee all the estate and interest, homestead or other claim or demand, as well in law as in equity, which the said Grantors now ~~has~~ 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: All those certain lots, pieces or parcels of land situate in the county of Eureka, State of Nevada, more particularly described as follows, to-wit:

TOWNSHIP 23 NORTH, RANGE 54 EAST, M. D. B. & M.  
Section 3: SW¼ of NE¼; Lot 4 of NW¼; S½ of NW¼; S½  
Section 4: Lots 1 and 2 of NE¼; S½ of N¼; Lot 3 of NW¼; S½  
Section 9: NE¼  
Section 10: N½ of NE¼; SW¼ of NE¼; W½  
TOWNSHIP 24 NORTH, RANGE 54 EAST, M. D. B. & M.  
Section 4: Lot 2 of NE¼; Lot 3 of NW¼; SW¼ of NE¼; SE¼ of NW¼  
Section 9: S½ of NE¼; N½ of SE¼ Section 10: SW¼ of SW¼  
Section 22: W½ of NE¼; S½ of NW¼; N½ of SW¼  
Section 27: S½ of SW¼  
Section 34: E½ of NW¼; W½ of SE¼; E½ of SW¼  
TOWNSHIP 25 NORTH, RANGE 54 EAST, M. D. B. & M.  
Section 26: W½ of NW¼  
Section 27: E½ of NE¼

TOGETHER WITH all water, water rights, water applications and water permits or privileges, connected with, belonging to, appurtenant or incident to the lands hereby conveyed, and all dams, reservoirs, ditches, canals or other works of storage for storage or carrying of water now owned or used in connection with any of the above described lands, and all applications now pending in the office of the State Engineer of the State of Nevada for any and all waters to be used upon any part or portion of said lands or used in connection therewith, including stock watering rights or privileges.  
TOGETHER WITH all range, ranges and range right permits now and heretofore used, claimed and enjoyed in connection with the hereinabove described land.

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 his successors and assigns, for the uses and purposes herein mentioned.

THIS DEED OF TRUST shall be security for the payment, in lawful money of the United States, of all moneys that may hereafter become due and payable from the Grantor to the Beneficiary, for any cause whatsoever, and shall also be security for any and all renewals of the debt of the Grantor to the Beneficiary, howsoever evidenced.

The following covenants, Nos. 1; ~~229,700.00~~ 3; 4 ~~6 1/2~~ % per annum; 5; 6; 7 ~~20~~ % 8 and 9 of Nevada Revised Statutes 107.030 are hereby adopted and made a part of this Deed of Trust.

Said Grantor, 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.

BENEFITS of the covenants herein contained shall accrue to, and the obligation thereof shall bind the heirs, representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said Grantor ~~has~~ have hereunto signed their name ~~s~~ the day and year first above written.

*Theodore M. Thompson*  
*Olive M. Thompson*

STATE OF NEVADA }  
County of White Pine } ss.

On this 5th day of March, 1965, personally appeared before me, a Notary Public in and for the State of Nevada, County of White Pine, Theodore M. Thompson and Olive M. Thompson

known to me to be the persons described in and who executed the foregoing instrument; who duly 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 Notarial Seal the day and year first above written in this certificate.

*Albert C. Gianoli*

Notary Public

File No. 10697  
RECORDED AT THE REQUEST OF First National Bank of Ely  
March 18 A.D. 1965  
At 36 minutes past 11 A.M.  
in Book 6 of OFFICIAL RECORDS  
Page 590-591 Records of

My Commission Expires ALBERT C. GIANOLI, Notary Public  
My Commission Expires August 4, 1967



EUREKA COUNTY, NEVADA  
*Walter A. Wetzel* Recorder  
Fee \$ 4.95