File No. 40'758 BOOK 7 PAGE 135

UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION 189 14

REAL ESTATE DEED OF TRUST FOR NEVADA

(DIRECT LOAN)

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siding inEureka		County, State of	Nevada, whose post office address
	en e		Nevada, as grantor
P.U. Box 243, Eurel	<u>ka</u>		, Nevada, as grantor
	Av 7000 7 August		
areinafter called Borrower, and	IOLIVER_T - DUVAL		, State Director of the Farm
ome Administration for the Sta	ate of Nevada, and his succes	sors in office as State	Director or Acting State Director
trustee, hereinafter called Tr	ustee, and the United States	of America, acting th	rough the Farmers Home Admir
ation, United States Departm	nent of Agriculture, as benei	nciary, nereinaiter cai	lled the Government, WITNESSE
NT A TO .			
THAT:			
HEREAS Borrower is justly		as evidenced by ore or	more certain promissory note(s)
HEREAS Borrower is justly ssumption agreement(s), herein	nafter called said note(s), exe	as evidenced by ore or cuted by Borrower and	l payable to the Government, conti
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HEREAS Borrower is justly ssumption agreement(s), herein agreements of the entire is debtedness upon I Date of instrument rch 2, 1965 rch 13, 1964	nafter called said note(s), exer Borrower in addition to prom Borrower's breach of any cove Principal amount \$4,900.00 \$2,300.00	as evidenced by ore or cuted by Borrower and nise(s) to pay money, nant or agreement, sai Annual rate of interest 5% 5%	Due date of final installment December 31, 1969 January 1, 1965
HEREAS Borrower is justly ssumption agreement(s), herein agreements of the entire is debtedness upon I Date of instrument rch 2, 1965 rch 13, 1964 rch 13, 1964	Principal amount \$4,900.00 \$2,300.00 \$4,360.00	as evidenced by ore or cuted by Borrower and nise(s) to pay money, nant or agreement, sai Annual rate of interest 5% 5%	Due date of final installment December 31, 1969 January 1, 1965 January 1, 1965
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State of Nevada:

The East half of Section 8, Township 22 North, Range 54 East, M.D.B.&M.;

SUBJECT to recorded rights of way and to the effect, if any, of instruments recorded in the Official Records of the aforesaid County, as follows: Book 26, page 89 of Deeds (Reservation in Patent) and Liber 1 of Real Mortgages, page 387 (Deed of Trust);

assign unto Trustee the following-described property situated in <u>Eureka</u> County(ies),

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together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, all water, water rights, water stock, wells, pumps, pumping plants, and equipment pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer or conveyance of or injury to, any part thereof, or interest therein, including but not limited to payments for property taken by

ance of or injury to, any part thereof or interest therein, including but not limited to payments for property taken by eminent domain—all of which are hereinafter called said property;

TO HAVE AND TO HOLD said property unto trustee, his successors, grantees and assigns forever.

IN TRUST TO SECURE the prompt payment of said indebtedness and of any advances, disbursements, and expenditures made hereunder and of any renewals and extensions of any debt secured hereby, all with interest, and to secure the performance of every covenant and agreement of Borrover contained, herein, in said note (a) or, in any supplementary agreement. The whose provisions are heady incorporated and made a part based. ment, all of whose provisions are hereby incorporated and made a part hereof;

AND BORROWER, for himself, his heirs, executors, administrators, successors and assigns, WARRANTS said property and the title thereto unto trustee for the benefit of the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, AGREES TO PAY when due the indebtedness hereby secured, and, so long as any such indebtedness remains unpaid, COVENANTS AND AGREES

(1) pay when due all taxes, liens, levies, obligations, llabilities, judgments, encumbrances, and assessments against sald property and promptly deliver to the dovernment without demand receipts evidencing such invincits;

(2) keep said property insured as required by and under policies approved by delivered to, and retained by the Government;

- (3) maintain improvements in good repair and make repairs required by the Government; operate said property in a and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not abandon said property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, ceal, or other minerals except as may be necessary for ordinary domestic purposes;
- (4) if this instrument secures a "Farm Ownership" loan as identified in Farmers Home Administration regulations, personally operate said property with his own and his family labor as a farm and for no other purpose, and not lease said property or any part of it, unless the Government consents in writing to another method of operation or to a lease; 0.00
- (5) comply with all laws, ordinances, and regulations affecting said property;
- (6) pay or reimburse the Government for expenses reasonably necessary or incidental to protection of the lien and priority hereof and to enforcement of or compliance with the provisions hereof and of any instrument secured hereby (whether before or after the default), including but not limited to costs of evidence of title to and survey of said property, costs of recording this and other instruments, attorneys' fees, trustees' commissions, court costs, and expenses of advertising, seliing, and conveying said property; forte who represented the parties are
- AND THAT:
- (7) any amounts required herein to be paid by Borrower may, if not paid when due, be paid by the Government and thereupon shall be secured hereby, bear interest at the rate borne by the above said note if only one is described, or, if more than one is described above and secured hereby, at the rate borne by the one selected by the Government in its sole discretion, and be immediately due and payable by Borrower to the Government, without demand, at the place designated in
- (8) neither said property nor any portion thereof or interest therein shall be assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government;
- (9) at all reasonable times the Government and its agents may inspect said property to ascertain whether the requirements hereof are being met;
- (10) the Government may extend and defer the maturity of and renew and reamortize any debts secured hereby, release from liability any party liable thereon and release portions of said property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability of Borrower or any other party for payment of said debts;
- (11) default hereunder shall constitute default under any other real estate or crop or chattel security instrument held by the Government and executed or assumed by Borrower, and default under any such other security instrument shall
- (12) SHOULD BORROWER, or any one of the persons herein called Borrower, DEFAULT in payment of any debt or performance of any covenant or agreement hereby secured or herein contained, or die or be declared an incompetent, a bankrupt or an insolvent, or make an assignment for the benefit of creditors, the Government at its option may: (a) declare all debts hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate and rent said property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for said property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell said property as provided by law;
- (13) at the request of the Government, Trustee may foreclose this instrument by advertisement and sale of said property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices, and at such sale the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed in paragraph (14); Trustee at his option may conduct such sale, without being personally present, through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of said property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized
- (14) the proceeds of foreclosure sale, after being applied to the payment of costs and expenses incident to enforcing or complying with the provisions hereof, any prior liens required by law or a competent court to be so paid, and all indebtedness secured hereby, shall be applied in the following order to the payment of: (a) inferior liens of record required by law or a competent court to be so paid, (b) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (c) any balance to Borrower;
- (15) all powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law;
- (16) as against the indebtedness hereby secured and to the extent permitted by law, Borrower hereby relinquishes all rights of homestead in said property and hereby waives all present and future valuation or appraisal laws and all exemptions of any kind to which Borrower may be entitled under the laws and constitution of the jurisdiction in which
- (17) upon payment of all indebtedness hereby secured, the Government shall execute and deliver to Borrower at his above post office address a release and satisfaction hereof within 60 days after written demand by Borrower, and Borrower hereby waives the benefits of all laws requiring earlier execution or delivery of such release and satisfaction;
- (18) this instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future egulations not inconsistent with the express provisions hereof;

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(19) notices given hereur	nder shall be sent by certif	ied mail, unless oti	nerwise required by	law, addressed, until	nome other
address is designated in a	a notice so given, in the cas	se of the Governme	ent to Farmers Hon	ne Administration, Un	ited States
(20) This instrum	e, at Berkeley, California, a ment also secures a	no in the case of a	orrower to nim at n advances heres	is post omce address si ifter made by th	ated above. 1e
Government to Bor	rower for any purp	ose whatsoev	<u>。在5月1月</u> 時時時時時間,到2	्रमुक्तक्र प्रतिकृतिकारिक विकास स्थापनी विकास करिया । इस्ति क्षेत्रकारिक करिया । अस्ति क्षेत्रकारिक स्थापनी विकास स्थापनी स्थापनी स्थापनी स्थापनी स्थापनी स्थापनी स्	CAN DE LEGICO DE
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On this	uay or	Sign Story Helling #1			taty ruone
in and for said County,	OWEN A. POLLARD	and W. IUCII	IK POLLARD, h	is wife,	
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known (o r proved) to me	to be the person(s) desc	oribed in and who	executed the fore	going instrument, wi	10 acknow-
ledged to me thattl	hey executed the	eame freely and	voluntarily and for	the uses and purpos	ses therein
mentioned.	en en la grande de			ti ili sa ni ingilijeni ana a greta	
IN WITNESS WHE	REOF, I have hereunto se	t my hand and affi	xed my official seal (he day and year in thi	s certificate
first above written.			7/:	a word	
[NOTABIAL SEAL]	The English of the Comme	7 1 43 5 5 04 1	Hill	10 0. 100 KG	ol.
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