

**This Deed of Trust**, made this Eighth day of April,

A. D. 1965, by and between William Earl Pollard and Lois L. Pollard,

as Trustor, and FIRST NATIONAL BANK OF NEVADA, Reno, Nevada, a corporation organized and existing under and by virtue of the laws of the United States of America, as Trustee, and John P. Courtney and, or

Hermine A. Courtney,

as Beneficiary. (It is distinctly understood that the words "Trustor" and "Beneficiary" and the word "his" referring to the Trustor or Beneficiary, as herein used, are intended to and do include the masculine, feminine and neuter genders and the singular and plural numbers, as indicated by the context.)

WITNESSETH: That said Trustor hereby grants, conveys and confirms unto said Trustee in trust with power of sale, the following described real property situate in the \_\_\_\_\_ County of

Eureka

\_\_\_\_\_, State of Nevada, to-wit:

**Lots 7 and 8 and the E $\frac{1}{4}$  of SW $\frac{1}{4}$  and the SE  $\frac{1}{4}$  of Section 7 Township 21 North Range 53 East Mount Diablo Meridian, Nevada**

The area described containing 316.64 acres, according to the Official Plat of the Survey of the Said Land, on file in the Bureau of Land Management, EXCEPTING AND RESERVING, to the United States of the oil and gas, including the right to prospect for and mine the same.

TOGETHER WITH Water Permit #19279

TOGETHER with 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, and also all the estate, right, title and interest, homestead or other claim or demand, as well in law as in equity, which the Trustor now has or may hereafter acquire, of, in or to the said premises or any part thereof, with the appurtenances.

There is assigned to the trustee as security all rents, issues and profits present and future, but which assignment Trustee agrees not to enforce so long as Trustor is not in default in the payment of any sum or performance of any act to be made or performed hereunder, but in the event of default Trustor hereby gives to and confers upon Beneficiary, the right, power and authority to collect rents, issues and profits of said property or of any personal property located thereon, with or without taking possession of the property affected hereby, reserving to Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in the performance of any agreement hereunder, to collect and retain such rents, issues and profits as they may accrue and become payable.

TO HAVE AND TO HOLD the same unto the said Trustee and its successors, upon the trusts hereinafter expressed, namely:

As security for the payment of (a).....EIGHT THOUSAND AND NO/100.....

(\$ 8000.00)

in lawful money of the United States of America, with interest thereon in like lawful money and with expenses and counsel fees according to the terms of the promissory note or notes for said sum executed and delivered by the Trustor to the Beneficiary; (b) such additional amounts as may be hereafter loaned by the Beneficiary or his successor to the Trustor or any of them, or any successor in interest of the Trustor, with interest thereon, and any other indebtedness or obligation of the Trustor or any of them, and any present or future demands of any kind or nature which the Beneficiary, or his successor, may have against the Trustor or any of them, whether created directly or acquired by assignment; whether absolute or contingent; whether due or not, or whether otherwise secured or not, or whether existing at the time of the execution of this instrument, or arising thereafter; also as security for the payment and performance of every obligation, covenant, promise or agreement herein or in said note or notes contained.

Trustor grants to Beneficiary the right to record notice that this deed of trust is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations of the Trustor for which Beneficiary may claim this deed of trust as security.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: The trustor promises to properly care for and keep the property herein described in first class condition, order and repair; to care for, protect and repair all buildings and improvements situate thereon; not to remove or demolish any buildings or other improvements situate thereon; and otherwise to protect and preserve the said premises and the improvements thereon and not to commit or permit any waste or deterioration of said buildings and improvements or of said premises. If the above described property is farm land, Trustor agrees to farm, cultivate and irrigate said premises in a proper, approved and husbandmanlike manner.

SECOND: The following covenants, Nos. 1, 2 (\$.....amount of insurance) 3; 4 (interest 1% per month) 5, 6, 7 (counsel fees 10%) and 8 of N. R. S. 107.030, are hereby adopted and made a part of this deed of trust.

THIRD: In the event of a deficiency after sale pursuant to the covenants incorporated herein, the Beneficiary has a right to claim and collect such deficiency out of other property not otherwise exempt of the Trustor, by suit or otherwise, together with costs incurred and a reasonable attorneys' fee.

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

FIFTH: Trustor further agrees that the beneficiary may from time to time and for periods not exceeding one year, in behalf of the Trustor renew or extend any promissory note secured hereby and said renewal or extension, shall be conclusively deemed to have been made when so endorsed on said promissory note or notes by the beneficiary in behalf of the Trustor.

SIXTH: In the event of any tax or assessment on the interest under this deed of trust it will be deemed that such taxes or assessments are upon the interest of the trustor, who agrees to pay such taxes or assessments although the same may be assessed against the beneficiary or trustee.

SEVENTH: All the provisions of this instrument shall inure to, apply to, and bind the legal representatives, successors and assigns of each party hereto respectively.

EIGHTH: In the event of a default in the performance or payment under this deed of trust or the security for which this deed of trust has been executed, any notice given under Section 107.080 N. R. S. shall be given by registered letter to

the trustor(s) addressed to.....PO Box 272 Eureka, Nevada.....

and such notice shall be binding upon the trustor(s), assignee(s), or grantee(s) from the trustor(s).

NINTH: It is expressly agreed that the trusts created hereby are irrevocable by the Trustor.

IN WITNESS WHEREOF, the Trustor has executed these presents the day and year first above written.

*William Earl Pollard*

WILLIAM EARL POLLARD

*Louis L. Pollard*

LOUIS L. POLLARD

ADDRESS OF TRUSTOR:

PO Box 272 Eureka, Nevada

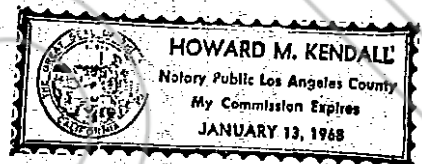
CALIFORNIA  
 State of ~~Nevada~~  
 County of LOS ANGELES } ss:

On this 8 day of APRIL in the year A. D.  
 nineteen hundred and 65 before me, HOWARD M. KENDALL  
 a Notary Public in and for said ~~State~~ County of LOS ANGELES  
 personally appeared WILLIAM EARL POLLARD AND LUIS L. POLLARD

known to me to be the person~~s~~ whose name~~s~~ ARE subscribed to the within instrument, and 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 at my office in the said County of  
LOS ANGELES the day and year in this certificate first above written.

Howard M. Kendall  
 Notary Public in and for the County of LOS ANGELES State of ~~Nevada~~  
CALIFORNIA



File No. 10763

RECORDED AT THE REQUEST OF  
 First National Bank of Nevada

April 12 A. D. 1965

At 42 minutes past 4 P.M.

in Book 7 of OFFICIAL RECORDS

Page 142-144 Records of

EUREKA COUNTY, NEVADA  
William A. Pollard Recorder

Fee \$4.35