

DEED OF TRUST

THIS DEED OF TRUST, made this 25th day of November, 1965, by and between D.J. Cecil and Lois Mae Cecil, husband and wife, referred to as Trustor whose address is 1780 60th Ave., Sacramento, California and NEVADA TITLE GUARANTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Nevada, Trustee for Henion Inv Co., a California corporation, herein referred to as Beneficiary

W I T N E S S E T H :

That Trustor does hereby grant, bargain, sell, convey and confirm 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:

East one-half of East one-half of Northwest one-quarter of Section five(5), Township thirty-one North(31N), Range forty-Eight East (48E)
M D B & M.

AND, ALSO, all the estate, interest, homestead or 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 successors, for the purpose of securing:

Payment of an indebtedness in the sum of \$ 1085.78, evidenced 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 hereof 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.

+ *D. J. Cecil*

+ *Lois Mae Cecil*

STATE OF California }
County of SACRAMENTO } ss

On this 5th day of FEBRUARY, 1966, personally appeared before me, a Notary Public in and for the County of

D. J. Cecil and Lois Mae Cecil known to me to be the persons described in and who executed the foregoing instrument, and they, 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 official seal the day and year in this certificate first above written.

Loyd E. Morgan - LOYD E. MORGAN
Notary Public

My Commission Expires January 9, 1968

-2-

File No. 41741
RECORDED AT THE REQUEST OF
Henion Inv. Co.
February 17 A. D. 19 66
at 50 minutes past 11 A. M.
in Book 10 of OFFICIAL RECORDS
Page 47-48 Records of
EUREKA COUNTY, NEVADA
Shelley A. Wilcox
Recorder
Fee \$ 4.35

