

DEED OF TRUST

THIS DEED OF TRUST, made this 10th day of September, 1966, by and between D. A. KELLY, hereinafter referred to as Grantor, the FIRST NATIONAL BANK OF NEVADA, EUREKA BRANCH, situate in Eureka, Nevada, a corporation organized and existing under and by virtue of the laws of the United States of America, hereinafter referred to as Trustee, and DEWEY F. MURPHY, SR., hereinafter referred to as Beneficiary; the aforementioned Grantor being of Brownfield, Texas, and the aforementioned Beneficiary being of Eureka, Nevada,

W I T N E S S E T H:

WHEREAS the Grantor is indebted to the Beneficiary in the sum of FORTY-TWO THOUSAND ONE HUNDRED DOLLARS (\$42,100.00), and has agreed to pay the same with interest thereon according to the terms of a certain promissory note of even date herewith executed and delivered therefor by the Grantor to the beneficiary as follows:

"\$42,100.00

Eureka, Nevada
September 10, 1966

On or before the 1st day of November, 1976, without grace, for value received, I promise to pay to the order of DEWEY F. MURPHY, SR., payable at the 1st National Bank of Brownfield, Texas, the sum of FORTY-TWO THOUSAND ONE HUNDRED DOLLARS (\$42,100.00), lawful money of the United States of America, with interest on the declining balance in like lawful money, at the rate of six per cent (6%) per annum from date hereof, in the manner following, to-wit:

\$4,210.00, or more, on or before November 1, 1967;
\$4,210.00, or more, on or before November 1, 1968;
\$4,210.00, or more, on or before November 1, 1969; and
a like amount on each successive November 1st thereafter until the remaining balance is paid; AND

Interest payments, as aforesaid, shall be made at the time

1 of the annual payments on the principal and in addition
2 thereto.

3 If additional payments are made, they shall first be
4 applied to accrued interest to date of payment, and the
5 remainder upon the principal.

6 In the event of default in payment of any sum of interest
7 or principal due hereunder, according to the terms and tenor
8 hereof, the holder or holders may at their option declare the
9 entire amount of principal and interest due and payable.

10 The endorsers, sureties, guarantors, or assignors
11 severally waive presentation for payment, protest and notice
12 of protest for nonpayment of this note, and all defenses on
13 the ground of any extension of time of its payment that may
14 be given by the holder or holders, to them or any of them, or
15 to the maker hereof. In the event of the nonpayment of this
16 said note at maturity, or its collection by suit, I agree to
17 pay all expenses that may be incurred thereby, including a
18 reasonable attorney's fee, and to that end bind myself, my
19 heirs, executors, administrators and assigns forever. For
20 the purpose of attachment or levy of execution, this note
21 shall be payable wherever I may be situated, at the option
22 of the holder or holders.

23 This Note is secured by a Deed of Trust.

24
25 /s/d. a. kelly
D. A. KELLY"

26 NOW THEREFORE, the Grantor, for the purpose of securing the
27 payment of said promissory note, principal, interest and other
28 amounts set forth therein and herein referred to, does hereby grant,
29 bargain, sell, convey and confirm unto the said Trustee all of the
30 right, title, and interest, claim and demand, as well in law as in
31 equity, which the said Grantor may now have or may hereafter acquire
32 of, in, or to the following described real property situate in the

County of Eureka, State of Nevada, and more particularly described as follows, to-wit:

The South one-half ($\frac{1}{2}$) of Section 23, Township Twenty-one (21) North, Range Fifty-three (53) East, M.D. B. & M., containing 320 acres, more or less, together with all improvements thereon situate;

TOGETHER with all other rights of every kind and nature, however evidenced, to the use of water, ditches and other accessories utilized for the irrigation and drainage of said premises; as well as all grain bins now situate thereon;

TOGETHER with all and singular the privileges, appurtenances, tenements, hereditaments, easements and rights-of-way thereunto belonging or usually enjoyed with said premises, or any part thereof, and the reversions, remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises with appurtenances, hereditaments, and improvements thereunto belonging or usually enjoyed with said premises or any part thereof, unto the said Trustee, and to its successors and assigns forever.

This Deed of Trust is and will be security for payment in lawful money of the United States of America, of any and all moneys that may hereafter become due and payable from the Grantor to the Beneficiary pursuant to the terms of the promissory note as hereinabove set forth.

The following covenants of NRS 107.030 are hereby adopted and made a part of this Deed of Trust:

- No. One (1);
- No. Three (3);
- No. Four (4) - six per cent;
- No. Five (5);
- No. Six (6);
- No. Seven (7) - 8% of the amount found due, but not less than \$1250.00;
- No. Eight (8); and
- No. Nine (9).

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand the day and year hereinabove first mentioned.

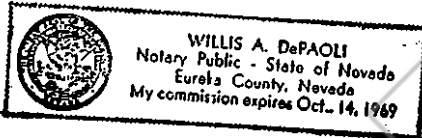
D. A. Kelly
D. A. KELLY

1 STATE OF NEVADA }
 2 COUNTY OF EUREKA } ss:

3 On this 10th day of September, 1966, personally appeared
 4 before me, a notary public in and for said County and State,
 5 D. A. KELLY, known to me to be the person described in and who
 6 executed the foregoing instrument, who acknowledged to me that
 7 he executed the same freely and voluntarily and for the uses and
 8 purposes therein mentioned.

9 WITNESS my hand and official seal.

10 *Willis A. DePaoli*
 11 WILLIS A. DEPAOLI
 Notary Public in and for Said County
 and State.



16 File No. 12601
 17 RECORDED AT THE REQUEST OF
Dewey Murphy
 18 Sept. 16 A. D. 19 66
 at 31 minutes past 9 A. M.
 19 in Book 12 of OFFICIAL RECORDS
 Page 115-118 Records of
EUREKA COUNTY, NEVADA
 20 *Willis A. DePaoli*
 Recorder
 21 Fee \$ 45