

BR-80

Deed of Trust

This Deed of Trust, made and entered into this 7th day of February, 1967, by and between Raymond W. Wallace and Lucia Wallace, his wife

of Rixies Station, Eureka County, State of Nevada, hereinafter called the "Grantor", and Title Insurance and Trust Company

Trustee, and NEVADA BANK OF COMMERCE, a banking corporation, organized and existing under and by virtue of the laws of the State of Nevada, and authorized to and doing a banking business in the State of Nevada, hereinafter called the "Beneficiary";

WITNESSETH: THAT WHEREAS, the Grantor is indebted to the said Beneficiary in the sum of Fourteen Thousand Seven Hundred and NO/100 Dollars

(\$14,700.00), lawful money of the United States, and has 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 to the said Beneficiary, which note is in the principal sum of Fourteen Thousand Seven

Hundred and NO/100 Dollars (\$14,700.00),

lawful money of the United States of America, together with interest thereon at the rate of Eight Percent per annum, which promissory note matures on the 7th day of February, 1973

NOW, THEREFORE, the said Grantor, 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, or which may be paid out or advanced by the Beneficiary or Trustees, whether such payments or advancements are made under the provisions of this instrument or otherwise, with the interest in each case, hereby grants, bargains, sells, conveys and confirms unto the said Trustees all the estate and interest, homestead or other claim or demand, as well in law as in equity, which the said Grantor now has 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 situated in the County of Eureka, State of Nevada, and being more particularly described as follows, to-wit:

Township 33 North 48 East, MDB&M

Section 34: Lots 7, 8, 9, 10, and 11.

There is excepted from the foregoing the following tract of land as evidenced by a Quitclaim Deed dated July 25, 1961, executed by Raymond W. Wallace, a married man, to the State of Nevada, on relation of its Department of Highways, wherein Grantor does remise, release, and forever quitclaim unto the Grantee, all of his right, title and interest in and to the certain real property situate, lying and being in the County of Eureka, State of Nevada, together with any and all abutter's rights, including access rights appurtenant, to the remaining property of said Grantor in and to Interstate Route 080; said real property further described as being portions of Lot 7, Lot 8, Lot 10, and Lot 11 of Section 34, T. 33N., R. 48E., MDB&M, that lie and are southerly of a line that is two hundred (200) feet northerly of and parallel to the centerline for F-001-4; said centerline described as follows, to-wit:

BEGINNING at the intersection of said centerline and the west boundary of said Section 34 at Highway Engineer's Station "0+46.37 P.O.T.", said point of beginning further described as bearing S. 0° 06' 20"

E. a distance of 486.17 feet from the northwest corner of said Section 31; thence N. 74° 52' E., along said centerline, a distance of 1882.65 feet to the point of ending at the intersection of said centerline and the north boundary of said Section 34 at Highway Engineer's Station "0" 163429.02 P.O.T., said point of ending further described as bearing N. 89° 47' 10" E. a distance of 1725.61 feet from the southwest corner of Section 27, T. 33 N., R. 48E., MDB&M.

The above described parcel containing 1.05 acres, more or less.

Recorded on September 22, 1961, in Book 26, page 110, of Deeds, Records of Eureka County, Nevada.

IT IS FURTHER AGREED, that if the undersigned shall sell and/or convey the premises during the existence of this Deed of Trust, the beneficiary or its assigns, May at its option, declare all principal and interest due and payable 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 Trustees and to their heirs, successors and assigns, for the uses and purposes therein 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; 2 (Insurance) \$15,000.00; 4 (Interest) Eight percent per annum; 5; 6; 7 (Attorney's Fee) /reasonable percent; 8 and 9 of NRS 107.030, are hereby adopted and made a part of this Deed of Trust.

Said Grantor, in consideration of the premises, hereby covenants and agrees, 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 nor a reconveyance made thereunder operate as a waiver of any such other security now held or hereafter acquired.

The word "Grantor" and the language of this instrument shall, where there is more than one "Grantor", be construed as plural, and be binding on all Grantors; and upon his or their heirs, executors, administrators, and assigns.

IN WITNESS WHEREOF, the said Grantor has hereunto signed his name the day and year first above written.

X Raymond Wallace
X Frederic Wallace

STATE OF NEVADA

County of _____

On this _____ day of _____, A.D., 19____,

personally appeared before me, _____,

Notary Public in and for the County of _____, State of Nevada,

_____ known to me to be the _____

_____ of the corporation that executed the foregoing

instrument, and upon oath did depose that _____ the officer _____ of said corporation as above designated; that

_____ he _____ acquainted with the seal of said corporation, and that the seal affixed to said instrument is the

corporate seal of said corporation; that the signature _____ to said instrument _____ made by officer _____ of said

corporation as indicated after said signature _____, and that the said corporation executed the said instrument 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 County of _____

the day and year in this certificate first above written.

Notary Public in and for the County of _____

_____, State of Nevada.

My Commission Expires _____

(Acknowledgment—Corporation)

STATE OF NEVADA,

COUNTY OF WashoeOn this 8th day of February, 1967,

personally appeared before me, a Notary Public in and for said County and State, _____

Raymond W. Wallace and Lucia Wallaceknown to me to be the person 8 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 official seal the day and year last above written.

NINA A. WOOD
Notary Public—State of Nevada
Washoe County
My Commission Expires Sept. 8, 1967Nina A. Wood
Nina A. Wood Notary PublicFile No. 14266

My Commission Expires: _____

RECORDED AT THE REQUEST OF
Title Ins. & Trust Co.
February 17 A. D. 19 67
at 55 minutes past 10 A. M.
in Book 18 of OFFICIAL RECORD
Page 118-120 Records of
EUREKA COUNTY, NEVADA
Nina A. Wood
Recorder

(Acknowledgment—Individual)

Fee \$ 4.65