

DEED OF TRUST

1 THIS DEED OF TRUST, made this 3rd day of January, 1967, by and
2 between WILLIAM EARL POLLARD and LOIS POLLARD, hereinafter referred
3 to as Grantors, the Eureka Branch of the First National Bank of Nev-
4 ada, hereinafter referred to as Trustee, and TOM RUTHERFORD and HELEN
5 RUTHERFORD, hereinafter referred to as Beneficiaries,

6 WITNESSETH: That Grantors irrevocably grant, transfer, and assign
7 to Trustee in trust, with power of sale, that property situate in
8 Eureka County, Nevada, described as:

9 Lots three (3) and four (4) in, and the South
10 one-half (S $\frac{1}{2}$) of the Northwest quarter (NW $\frac{1}{4}$) of,
11 Section Five (5), Township Twenty-one North (T21N),
12 Range Fifty-four East (R54E), Mount Diablo Base and
Meridian, containing 319.90 acres, more or less,
together with all improvements thereon situate;

13 TOGETHER WITH all other rights of every kind and
14 nature, however evidenced, to the use of water,
15 ditches, and other accessories utilized for the
16 irrigation or drainage of said premises, including
17 the water rights now appurtenant to said premises
18 under Applications for Permit to Appropriate the
Public Waters of the State of Nevada, bearing Serial
19 No's, 18850 and 19015 now on file and of record in
20 the office of the State Engineer at Carson City,
21 Nevada, reference thereto being made for greater
certainty and particularity;

22 TOGETHER WITH the following described personal property
23 situate upon the above-described real property:
24 2 Turbine deep well pumps
25 1 Caterpillar diesel engine
26 1 Cummins diesel engine
27 1 Valley Sprinkler System,
28 it being understood between the parties that the afore-
29 mentioned chattels are, and shall continue to be, a
30 part and parcel of the security for the payment of the
31 indebtedness owing by the grantors under this deed of
32 trust;

33 TOGETHER WITH the rents, issues and profits thereof, reserving the
34 right to collect and use the same except during continuance of some
35 default hereunder and during continuance of such default authorizing
36 Beneficiaries to collect and enforce the same by any lawful means in
37 the name of any party hereto.

38 For the purpose of securing: 1. Performance of each agreement of
39 Grantors incorporated by reference or contained herein. 2. Payment of
40 the indebtedness evidenced by one promissory note of even date here-
41 with, and any extension or renewal thereof, in the principal sum of

1 THIRTY-FOUR THOUSAND DOLLARS (\$34,000.00), executed by Grantors in
2 favor of Beneficiaries or order.

3 TO HAVE AND TO HOLD the same unto the Trustee, as herein provided

4 In and upon the uses and trusts, hereinafter declared, to-wit:

5 First - To permit the grantors to possess and enjoy said described
6 premises and to receive the issues and profits thereof until default
7 be made in the payment of any indebtedness hereby secured or in the
8 performance of any of the covenants herein provided; and upon the
9 full payment of said note and of any extensions or renewals thereof,
10 and the interest thereon, and all other proper costs, charges, com-
11 missions, and expenses, to release and reconvey in fee unto and at
12 the cost of the Grantors, the said described land and premises,
13 PROVIDED, HOWEVER, that at such time as one-half of the total purchase
14 price has been paid by Grantors, the Trustee shall execute a release
15 and bill of sale of the aforementioned chattels unto the Grantors.

16 Second - Upon a default in the payment of any indebtedness hereby
17 secured or in the performance of any of the terms or conditions here-
18 of, the Trustee shall have power, in strict accordance with the ap-
19 plicable laws of this State, and it shall be his duty thereafter to
20 sell, at public auction, for cash, in one parcel, at such time and
21 place and after such previous public advertisement as required by
22 statute.

23 Third - The beneficiaries or holders of the promissory note
24 secured hereby may bid and purchase at such sale. The beneficiaries
25 may, after recording a required notice of breach and election to sell,
26 waive or withdraw the same or any proceedings thereunder, and shall
27 thereupon be restored to their former position and have and enjoy the
28 same rights as though such notice had not been recorded.

29 Fourth - The following covenants contained in Nevada Revised
30 Statutes, Section 107.030, hereby are adopted and incorporated herein
31 and made a part hereof as fully as though set forth herein at length:

32 Covenant No. 7 (6%)

1 Covenant No. 8

2 Covenant No. 9

3 Fifth - That Grantors agree to pay and discharge at maturity
4 all taxes and assessments and all other charges and encumbrances
5 which now are or shall hereafter be a lien upon the trust premises,
6 provided, however, that the parties expressly agree that the sole
7 and exclusive security for the indebtedness secured hereby shall be
8 the land and chattels hereby conveyed in trust, and that no personal
9 liability of Grantors exists with respect thereto, thereby precluding
10 any deficiency judgment as a remedy, all parties acknowledging that
11 the indebtedness secured hereby is a part of the purchase price of
12 said land and chattels.

13 Sixth - If the premises, or any part thereof, be condemned under
14 any power of eminent domain, or acquired for a public use, the dam-
15 ages, proceeds and the consideration for such acquisition, to the ex-
16 tent of the full amount of indebtedness upon this deed of trust and
17 the note secured hereby remaining unpaid, are hereby assigned by the
18 grantors to the holders of the note and shall be paid forthwith to
19 the holders to be applied by them on account of the last maturing
20 annual installments of such indebtedness.

21 Seventh - That the Grantors shall not commit or permit waste,
22 and shall maintain the property in as good condition as at present,
23 reasonable wear and tear excepted.

24 Eighth - That the Grantors may substitute or replace any of the
25 aforementioned chattels, provided, however, that such substitute or
26 replacement is of approximately equal value to the original, in order
27 that there shall be no impairment of the security provided thereby.

28 Ninth - That the Grantors reserve the privilege to prepay at any
29 time, without premium or fee, the entire indebtedness or any part
30 thereof not less than the amount of one annual installment.

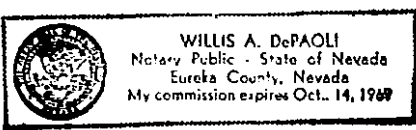
31 Tenth - That any Notice of Default and any Notice of Sale here-
32 under shall be mailed to Grantors at their address, Eureka, Nevada.

William Earl Pollard
WILLIAM EARL POLLARD

Lois Pollard
LOIS POLLARD

1 STATE OF NEVADA)
2 COUNTY OF EUREKA) ss.

3 On the 3RD day of January, 1967 before me, the undersigned,
4 a Notary Public in and for said County and State, personally appeared
5 WILLIAM EARL POLLARD and LOIS POLLARD, known to me to be the persons
6 described in and who executed the foregoing instrument, who acknow-
7 ledged to me that they executed the same freely and voluntarily and
8 for the uses and purposes therein mentioned.



Willis A. DePaoli
Notary Public in and for said
County and State

13 44269
14 File No. _____
15 RECORDED AT THE REQUEST OF
16 First National Bank of Nevada
17 February 17 A. D. 19 67
18 at 03 minutes past 11 A. M.
19 in Book 18 of OFFICIAL RECORDS
20 Page 124-127 Records of
21 EUREKA COUNTY, NEVADA
22 Recorder *Willis A. DePaoli*
23 Fee \$ 5.55