ATTORNEY AT LAW
P. D. BOX 2D7
PHONE 40BI
EUREKA, NEVADA
88316

## DEED OF TRUST

THIS DEED OF TRUST, made this 25% day of May, 1967, by and between JOSEPH W. TSCHESCHKE, hereinafter referred to as GRANTOR, the Eureka Branch of the FIRST NATIONAL BANK OF NEVADA, hereinafter referred to as TRUSTEE, and WILLIAM EARL POLLARD and LOIS L. POLLARD, hereinafter referred to as BENEFICIARIES.

## WITNESSETH:

That Grantor irrevocably grants, transfers, and assigns to Trustee in trust, with power of sale, that property situate in Eureka County, Nevada, described as:

The Southwest quarter  $(SW_{\frac{1}{4}})$ , and the South one-half  $(S_{\frac{1}{2}})$  of the Northwest quarter  $(NW_{\frac{1}{4}})$ , of Section Eight (8), Township Twenty-two North (T22N), Range Fifty-four East (R54E), M. D. B. & M., Nevada, 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 or drainage of said premises, including the water rights now appurtenant to said premises under Application for Permit to Appropriate the Public Waters of the State of Nevada, bearing Serial No now on file and of record in the Office of the State Engineer at Carson City, Nevada, reference thereto being made for greater certainty and particularity;

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

For the purpose of securing: 1. Performance of each agreement of Grantor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any

extension or renewal thereof, in the principal sum of THIRTEEN THOUSAND DOLLARS (\$13,000.00), executed by Grantor in favor of Beneficiaries or order.

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

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

First - To permit the grantor to possess and enjoy said described premises and to receive the issues and profits thereof until default be made in the payment of any indebtedness hereby secured or in the performance of any of the covenants herein provided; and upon the full payment of said note and of any extensions or renewals thereof, and the interest thereon, and all other proper costs, charges, commissions, and expenses, to release and reconvey in fee unto and at the cost of the Grantor, the said described land and premises.

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

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

Fourth - The following covenants contained in Nevada Revised Statutes, Section 107, 030, hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length:

Covenant No. 7 (6%)

32 Jerry C. Lane

1

2

3

5

6

8

9

10

11

12 13

14

15

ាំន

17

18 19

20 21

22

23

24

25 26

27

28 29

30

31

JERBY C. LANK ATTORNEY AT LAW P. O. BOX 207 PHONE 4081 EUREKA, NEVADA 89316 1 2

3

8 9

5

10 11

12 13

14 15

16 17

18 19

20

21 22

23 24

25 26

27 28

29 30

31

NEVADA

Covenant No.

Covenant No. 9

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

Sixth - If the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this deed of trust and the note secured hereby remaining unpaid are hereby assigned by the grantor to the holders of the note and shall be paid forthwith to the holders to be applied by them on account of the last maturing annual installments of such indebtedness.

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

Eighth - That the Grantor reserves the privilege to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one annual installment.

Ninth - That any Notice of Default and any Notice of Sale hereunder shall be mailed to Grantor at his address, Eureka, Nevada.

Joseph W. Ischeschke JOSEPH W. TSCHESCHKE

STATE OF NEVADA

1

2

3

4

5

6 7

8

9 10

11

12 13 14

15

16

17

18

19

) ss.

COUNTY OF EUREKA.

On the 25 day of May, 1967, before me, the undersigned, a Notary Public in and for said County and State, personally appeared, JOSEPH W. TSCHESCHKE, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WILLIS A. DePAOLI Notary Public - State of Nevada Ecreta County, Nevada hty commission expires Oct.. 14, 1989

lo las Notary Public.

14603

File No. RECORDED AT THE REQUEST OF Wm. Earl Pollard

May 25 A. D. 19 67. 4 P. M. in Brok 19 of OFFICIAL RECORDS 31-34 .. Records of

EUREKA COUNTY, NEVADA a. Detac Milles Recorder

27 28

29

30

31 32

TFORNEY AT LAW P. O. BOX 207 PHONE 4081 EUREKA, NEVADA 88316