

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 1st day of July, 1967, between

GEORGE W. BURGESS and HILDA A. BURGESS,
husband and wife,

whose address is 658 Borah Avenue
(number and street)

Twin Falls
(city)

83301
(zone)

herein called TRUSTOR,
Idaho
(state)

Title Insurance and Trust Company, a California corporation, herein called TRUSTEE, and

WILLIAM J. JOHNSTONE and ELEANOR JOHNSTONE,
husband and wife, as joint tenants

herein called BENEFICIARY,

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Eureka County, Nevada, described as:

The Northwest 1/4 of Section 15, Township 30 North, Range 49 East, M.D.B. & M.; EXCEPTING an easement on all boundaries thereof 30 feet in width for utility and public road purposes.

Provided Trustor is not in default, it is hereby expressly agreed that a partial reconveyance from the lien or charge hereof may be had and will be given in parcels of 40 acres of real property upon the payment of \$1,200.00 cash for each such parcel, which sum is to apply on that portion of the principal of said note last to become due. Provided, however, that should any portion of the property not released become land locked and without access to a public road because of the release of other portions of the property from the lien of this Deed of Trust, the Trustor, or Trustor's successors in interest, shall grant to Beneficiary, or Beneficiary's successors in interest, an easement 30 feet in width over the parcel or parcels of land so released so as to provide reasonable ingress and egress to the property remaining as security for the indebtedness secured by this Deed of Trust, which easement or easements shall terminate and be of no force and effect when all of said property has been reconveyed to Trustor, or Trustor's successors in interest.

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length: that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be \$ -0- and with respect to attorneys' fees provided for by covenant 7 the percentage shall be 10 %.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

STATE OF ~~NEVADA~~ IDAHO } SS.
COUNTY OF Owyhee
On July 29, 1967 before me, the undersigned, a Notary Public in and for said County and State, personally appeared GEORGE W. BURGESS and HILDA A. BURGESS

George W. Burgess
Hilda A. Burgess

known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

→ If executed by a Corporation the Corporation Form of Acknowledgment must be used.

Signature Charles Janacch
County Notary Public, Owyhee, Idaho
Name (Typed or Printed)
Owyhee County

Title Order No. _____
Escrow or Loan No. _____
—SPACE BELOW THIS LINE FOR RECORDER'S USE—

My commission expires 10 Aug 69
Notarial Seal

THIS FORM COMPLIMENTS OF



Title Insurance and Trust Company

WHEN RECORDED MAIL TO

Name William J. Johnstone
Street Address 16464 Desert Knoll Drive
Victorville, California 92392
City & State _____

File No. 45118
RECORDED AT THE REQUEST OF
Title Insurance & Trust Co.
August 25 A. D. 19 67
at .38 minutes past 11 A. M.
in Book 20 of OFFICIAL RECORDS
Page 176 Records of
EUREKA COUNTY, NEVADA
Recorder M. H. ...
Fee \$ 3.00

THE STATE OF IDAHO, a successor in interest... 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 Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

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 Beneficiary 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 Trustor 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 \$ 3,683.91 executed by Trustor in favor of Beneficiary or order. 3. Payment of such additional sums as may hereafter be advanced for the account of Trustor or Assigns by Beneficiary with interest thereon.

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (16) inclusive of the Deed of Trust recorded in the Book and at the page, or document No. of Official Records in the Office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz:

Table with 12 columns: COUNTY, DOCUMENT No., BOOK, PAGE, COUNTY, DOCUMENT No., BOOK, PAGE, COUNTY, DOCUMENT No., BOOK, PAGE. Lists various counties and their corresponding document details.

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be \$ -0- and with respect to attorneys' fees provided for by covenant 7 the percentage shall be 10 %.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

STATE OF IDAHO } ss. COUNTY OF Owyhee } On July 29, 1967 before me, the undersigned, a Notary Public in and for said County and State, personally appeared GEORGE W. BURGESS and HILDA A. BURGESS

George W. Burgess
Hilda A. Burgess

known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

If executed by a Corporation the Corporation Form of Acknowledgment must be used.

Signature Ruby Jancock
Name (Typed or Printed)
OWYHEE COUNTY

Title Order No.
Escrow or Loan No.
SPACE BELOW THIS LINE FOR RECORDER'S USE

My commission expires 10 Aug 69

Notarial Seal

THIS FORM COMPLEMENTS OF Title Insurance and Trust Company

WHEN RECORDED MAIL TO

William J. Johnstone
16464 Desert Knoll Drive
Victorville, California 92392

File No. 45118
RECORDED AT THE REQUEST OF Title Insurance & Trust Co.
August 25 A. D. 19 67
at 38 minutes past 11 A. M.
in Book 20 of OFFICIAL RECORDS
Page 176 Records of
BUREKA COUNTY, NEVADA
Recorder
Fee \$ 3.00