

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,

herein called TRUSTOR,

whose address is 658 Borah Avenue (number and street)

Twin Falls (city)

83301 (zone)

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 Northeast 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 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 person(s) 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 Janacek
Name (Typed or Printed) Charles Janacek
Owyhee County Idaho

Title Order No.

Escrow or Loan No.

SPACE BELOW THIS LINE FOR RECORDER'S USE

Owy 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 16664 Desert Knoll Drive
Victorville, California 92392
City & State

File No. 15120
RECORDED AT THE REQUEST OF
Title Insurance & Trust Co.

AUG 25 A. D. 19 67
at 40 minutes past 11 A. M.
in Book 20 of OFFICIAL RECORDS
Page 178 Records of

EUREKA COUNTY, NEVADA
Recorder Hilda A. [Signature]

Fee \$ 3.00

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

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:

COUNTY	DOCUMENT No.	BOOK	PAGE	COUNTY	DOCUMENT No.	BOOK	PAGE	COUNTY	DOCUMENT No.	BOOK	PAGE
Clark	412987	514		Humboldt	116986	3	83	Nye	47157	67	163
Churchill	104132	34 mgs.	591	Lander	41172	3	758	Ormsby	72637	19	102
Douglas	24495	22	415	Lincoln	41292	0 mgs.	447	Perkins	37488	28	58
Elko	14831	43	343	Washoe	407205	734	221	Storey	28573	R mgs.	112
Esmeralda	26291	3M deeds	128-141	Lyon	88486	31 mgs.	449	White Pine	128126	261	341-344
Eureka	39662	3	283	Mineral	74488	16 mgs.	534-537				

(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.

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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 Janacek*
Ernest R. Springs-Rogerson
Name (Typed or Printed) Idaho
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
City & State Victorville, California 92392

EU-4053

File No. 15120

RECORDED AT THE REQUEST OF

Title Insurance & Trust Co.

AUGUST 25 A. D. 19 67

at 40 minutes past 11 A. M.

in Book 20 OF OFFICIAL RECORDS

Page 178 Records of

ELIKA COUNTY, NEVADA

Hilda A. NePaul

Recorder

Fee \$ 3.00