

DEED OF TRUST

THIS DEED OF TRUST, made and entered into as of the 24th day of November, 1967, by and between GEORGE WAYNE BROWN and RITA IRENE BROWN, his wife, of the County of Eureka, State of Nevada, First Parties, hereinafter called the Grantors; TITLE INSURANCE AND TRUST COMPANY, a corporation, Second Party, hereinafter called the Trustee; and JOHN VAN DAELE, J. HARVEY JATHO, LINSEY JENSON, LENA HEET and WILLIAM EARL POLLARD, a co-partnership doing business as CAL-NEVA ENTERPRISES, in the County of Eureka, State of Nevada, and WILLIAM EARL POLLARD, individually, of the same place, Third Parties, being hereinafter called the Beneficiaries; it being understood that the words used herein in any gender includes all other genders, the singular number includes the plural, and the plural the singular,

W I T N E S S E I H:

THAT WHEREAS, the said Grantors are indebted to the said Beneficiaries, JOHN VAN DAELE, J. HARVEY JATHO, LINSEY JENSON, LENA HEET and WILLIAM EARL POLLARD, a co-partnership doing business as CAL-NEVA ENTERPRISES, and WILLIAM EARL POLLARD, individually, in the sum of EIGHT THOUSAND THREE HUNDRED DOLLARS (\$8,300.00), lawful money of the United States, and have agreed to pay the same according to the terms and tenor of a certain Promissory Note of even date herewith, and made, executed and delivered by said Grantors to said Beneficiaries, which note is in the words and figures as follows, to-wit:

\$8,300.00

Elko, Nevada, November 24, 1967.

FOR VALUE RECEIVED, we jointly and severally promise to pay to the order of JOHN VAN DAELE, J. HARVEY JATHO, LINSEY JENSON, LENA HEET and WILLIAM EARL POLLARD, a co-partnership doing business as CAL-NEVA ENTERPRISES, and WILLIAM EARL POLLARD, individually, at Eureka, Nevada, or wherever payment may be demanded by the holders of this note, the sum of EIGHT THOUSAND THREE HUNDRED DOLLARS (\$8,300.00), together with interest to accrue upon the declining balance from date hereof at the rate of six per cent (6%) per annum, in the manner following, to-wit:

\$4,150.00, on or before the 24th day of November, 1968;

\$4,150.00, on or before the 24th day of November, 1969.

Accrued interest, as aforesaid, shall be paid at the time of the principal payments and in addition thereto.

The Makers may, at their option, increase the amount of said principal payments, make additional and further payments, or pay the entire unpaid principal, with accrued interest, at any time. Said additional payments shall be applied first to accrued interest to date of payment and the remainder upon the principal.

The Makers and endorsers waive demand, diligence, presentment, protest and notice of protest and non-payment.

In the event of default in the payment of any sum of principal or interest, or both, due hereunder, according to the terms and tenor hereof, the holder or holders may, at their option, declare the entire amount of principal and interest due and payable.

In case of the default in the payment of, or if suit be commenced for the collection of any part of the principal or interest due hereunder, we jointly and severally promise and agree to pay a reasonable attorney fee incurred, together with all costs.

This Note is secured by Deed of Trust of even date herewith.

GEORGE WAYNE BROWN
GEORGE WAYNE BROWN

RITA IRENE BROWN
RITA IRENE BROWN

NOW, THEREFORE, the said Grantors, for the purpose of securing the payment of said Promissory Note, and also the payment of all monies herein agreed or provided to be paid by the said Grantors, or which may be paid out or advanced by the said Beneficiaries or Trustee under the provisions of this instrument, with interest in each case, do hereby grant, bargain, sell, convey and confirm unto the said Trustee all of the right, title and interest, claim and demand, as well in law as in equity, which the said Grantors may now have or may hereafter acquire of, in or to the following described real property situate in the County of Eureka, State of Nevada, and being more particularly described as follows, to-wit:

Township 21 North, Range 53 East, MDB&M

Section 35: NE $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$; Lots 3 and 4

TOGETHER WITH all buildings and improvements situate thereon, or which are placed thereon during the life of this Deed of Trust.

TOGETHER WITH all water, water rights and rights to the use of water, obtained by virtue of those certain State of Nevada Water Permits No. 18714 and No. 21468, and all dams, ditches, canals and other means or devices used for the diversion or use of waters appurtenant to the said property or any part thereof.

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, 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 Trustee, and to its successors and assigns, for the uses and purposes therein mentioned.

The following covenants, Nos. 1, 2 (\$3,500.00), 3, 4 (6%), 5, 6, 7 (5%), 8 and 9 of NRS 107.030, are hereby adopted and made a part of this Deed of Trust.

This Deed of Trust also secures payment for further sums and the promissory notes evidencing the same, as may hereafter be loaned or advanced by Beneficiaries to the Grantors.

Said Grantors, in consideration of the premises, hereby

covenant and agree 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.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands as of the day and year first hereinabove written.

George Wayne Brown
GEORGE WAYNE BROWN

Rita Irene Brown
RITA IRENE BROWN

STATE OF NEVADA, }
COUNTY OF Elko } SS.

On November 24th, 1967, personally appeared before me, a Notary Public, GEORGE WAYNE BROWN and RITA IRENE BROWN, his wife, who acknowledged that they executed the above instrument.

Corinne M. Wiley
NOTARY PUBLIC.



RECORDED AT THE REQUEST OF
Title Insurance & Trust Co.
on November 28, 1967
at 33 mins. past 11 A. M.
in Book 21 of OFFICIAL
RECORDS, page 231-234, RECORDS
OF ELKO COUNTY, NEVADA
Charles P. DeKash
Recorder 45607 Fee \$ 6.00
File No. 45607