

1 DEED OF TRUST

2 THIS DEED OF TRUST, made this 1st day of FEBRUARY,
3 by and between WALTER L. PLASKETT and ~~THOMAS~~ THOMAS J. PLASKETT, his wife,
4 TRUSTORS, NEVADA TITLE GUARANTEE COMPANY, a Nevada Corporation,
5 TRUSTEE, and JAKE WILSON and ROBERT WILSON, BENEFICIARIES, of
6 Plainview, Texas:

7 W I T N E S S E T H:

8 That the said TRUSTORS hereby grant, convey, and confirm
9 unto the said TRUSTEE, in trust, with power of sale, the following
10 described real property situate in the County of Eureka, State of
11 Nevada, more particularly described as follows:

12 Lots 1 and 2, S $\frac{1}{2}$, NE $\frac{1}{4}$, SE $\frac{1}{4}$ Section 5, Township 21 N.,
13 Range 54 E., Mount Diablo Meridian, and together with

14 Well Permit No. 18851, issued by the Nevada
15 State Engineer, said Well being situate in
16 the East one-half of Section 5, Township 21,
17 North, Range 54 East, Mount Diablo Meridian
18 Eureka, County Nevada, together with

19 Well Permit No. 19014, issued by the Nevada
20 State Engineer, said Well being situate in
21 the East one-half of Section 5, Township 21,
22 North, Range 54 East, Mount Diablo Meridian,
23 Eureka County Nevada,

24 of, in or to the said premises, or any part thereof, with the
25 appurtenances.

26 TO HAVE AND TO HOLD the same unto the said TRUSTEE, and
27 its successors and assigns, upon the Trusts hereinafter expressed
28 namely:

29 As security for the payment of a Promissory Note of even
30 date herewith, wherein TRUSTORS are makers, and BENEFICIARIES are
31 payees, said note being in the principal sum of TWENTY SEVEN THOUSAND
32 (\$27,000.00) DOLLARS, in lawful money of the United States of America,
with interest at the rate of SIX (6%) PER CENT per annum, and with
the expenses and counsel fees according to the terms of said
promissory note for said sum executed and delivered by the TRUSTORS
to the BENEFICIARIES.

See Book 55 Page 248 for
Substitution of Trustee under DIT
See Book 55 Page 250 for
Deed of Reconveyance.

See Book 55 Page 51
for Indemnity Agreement

1 **AND THIS INDENTURE WITNESSETH:**

2 **FIRST:** The TRUSTORS promise to properly care for and
3 keep the property herein described in first-class condition, order
4 and repair; to care for, protect and repair all buildings or other
5 improvements situate thereon, and otherwise to protect and preserve
6 said premises and the improvements thereon, and not to commit or
7 permit any waste or deterioration of said buildings and
8 improvements or of said premises.

9 **SECOND:** The TRUSTORS agree to pay to the TRUSTEE, and
10 to the BENEFICIARIES, on demand, the amounts of all sums of money
11 which they shall respectively pay or expend pursuant to the pro-
12 visions of which this deed of trust, or of the covenants hereof
13 adopted by reference or any part of them, together with interest
14 upon each of said amounts until paid, from the time of payment
15 thereof, at the rate of SIX (6%) per cent per annum.

16 **THIRD:** The following covenants numbered:
17 1, 2, 3, 4, (interest at SIX (6%) PER CENT per annum) 5, 6, 7
18 (counsel fees TEN (10%) PER CENT), 8 and 9 of N.R.S. 107.030 are
19 hereby adopted and made a part of this deed of trust.

20 **FOURTH:** The rights and remedies hereby granted shall
21 not exclude any other rights or remedies granted herein, or by
22 law, and all rights or remedies granted hereunder or permitted
23 by law shall be concurrent and cumulative.

24 **FIFTH:** The TRUSTORS further agree that the BENEFICIARIES
25 may from time to time and for periods not exceeding one year, in
26 behalf of the TRUSTORS, renew or extend the promissory note secured
27 hereby and said renewal or extension shall be conclusively deemed
28 to have been made when so endorsed on said promissory note by
29 BENEFICIARIES in behalf of the TRUSTORS.

30 **SIXTH:** All of the provisions of this instrument shall
31 inure to, apply to and bind the legal representatives, successors,
32 and assigns of each of the parties hereto respectively.

1 SEVENTH: It is expressly agreed that the trusts created
2 hereby are irrevocable by the TRUSTORS.

3 IN WITNESS WHEREOF, the TRUSTORS have executed these
4 presents the day and year herein first above written.

5
6 Walter L. Plaskett
WALTER L. PLASKETT

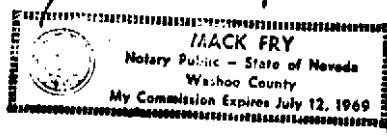
7
8 Tommye J. Plaskett
TOMMYE J. PLASKETT
TOMMYE

10 STATE OF NEVADA)
11 COUNTY OF WASHOE) ss.

12 On this 9th day of ~~January~~ ^{FEBRUARY}, 1968, before me, the under-
13 signed, a Notary Public in and for the aforesaid County and State,
14 personally appeared WALTER L. PLASKETT and ~~WALTER J. PLASKETT~~ ^{TOMMYE},
15 known to me to be the persons who executed the foregoing instrument
16 and who upon oath did depose that they executed the said instrument
17 freely and voluntarily and for the uses and purposes therein
18 mentioned.

19 IN WITNESS WHEREOF, I have hereunto set my hand and
20 affixed my official seal the day and year in this certificate
21 first above written.

22
23 Mack Fry
NOTARY PUBLIC



24
25
26
27
28
29
30
31
32

RECORDED AT THE REQUEST OF Walter L. Plaskett
on Feb. 28, 19 68 at 11 mins. past 10 A. M. in
Book 22 of OFFICIAL RECORDS, page 533-535, RECORDS OF
EUREKA COUNTY, NEVADA. Mack A. Metcalf Recorder.
File No. 46221 Fee \$ 5.00