

DEED OF TRUST

1 THIS DEED OF TRUST, made this 7th day of October,
2 19 68, by and between LEE HALE & CO., INC., a Nevada corporation,
TRUSTOR,
3 and TITLE INSURANCE AND TRUST CO., a corporation, TRUSTEE,
4 and GEORGE STANEK and VIOLA STANEK, his wife, beneficiaries,

W I T N E S S E T H

6 That the said TRUSTOR(~~SE~~) hereby grant(s), convey(s), and
7 confirm(s) unto the said TRUSTEE, in trust, with power of sale, the
following described real property situate in _____, County
8 of Eureka, State of Nevada, more particularly described as
follows, to-wit:

11 The S.W. $\frac{1}{4}$ of Section 9, Township 29 North,
12 Range 48 East, M.D.B. & M.

20 TOGETHER WITH, all and singular the tenements, heredita-
21 ments, and appurtenances thereunto belonging, or in anywise apper-
taining, and the reversion and reversions, remainder and remainders,
22 rents, issues and profits thereof; also, all of the estate, right,
title, and interest, homestead or other claim or demand, as well
23 in law as in equity, which the TRUSTOR(~~SE~~) now has (~~have~~) or may
hereafter acquire, of, in, or to, the said premises, or any part
24 thereof, with the appurtenances.

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

27 Payment of an indebtedness in the sum of \$8,447.74
evidenced by a Promissory Note of even date herewith, with interest
28 thereon, according to the terms of said note, which note by reference
is hereby made a part hereof, executed by TRUSTOR(~~SE~~) and delivered
29 to BENEFICIARY(IES), and payable to the order of BENEFICIARY(IES),
and any and all extensions or renewals thereof; payment of such
30 additional sums with interest thereon, as may be hereafter loaned
by the BENEFICIARY(IES) to TRUSTOR(~~SE~~) when evidenced by the
31 Promissory Note or Notes of TRUSTOR(~~SE~~); payment of all other sums
with interest thereon becoming due or payable under the provisions
32 hereof either to TRUSTEE or BENEFICIARY(IES), and the performance
and discharge of each and every obligation, covenant, and agreement

1 of TRUSTOR~~(S)~~ herein contained or herein adopted by reference.

2 AND THIS INDENTURE FURTHER WITNESSETH:

3 FIRST: The TRUSTOR~~(S)~~ promise(s) to properly care for
4 and keep the property herein described, in first class condition,
5 order and repair; to pay when due all claims for labor performed
6 and materials furnished for any construction, alteration or
7 repair upon the above-described premises; to comply with all laws
8 affecting said property or relating to any alterations or improve-
9 ments that may be made thereon; not to commit or permit waste
10 thereon; not to commit, suffer, or permit any acts upon said
11 property in violation of any law, covenant, condition, or restriction
12 affecting said property.

13 SECOND: The TRUSTOR~~(S)~~ agree(s) to pay to the TRUSTEE,
14 and to the BENEFICIARY(IES), on demand, the amount of all sums of
15 money which it shall respectively pay or expend pursuant to the
16 provisions of this Deed of Trust, or of the covenants hereof
17 adopted by reference or any part of them, together with interest
18 upon each of said amounts until paid, from the time of payment
19 thereof, at the rate of TWELVE (12%) PER CENT per annum.

20 THIRD: The following covenants numbered: 1, 2, ()
21 full insurable value() DOLLARS), 3, 4 (interest at
22 TWELVE (12%) PER CENT), 5, 6, 7 (counsel fees at TEN (10%) PER
23 CENT), 8, and 9 of N.R.S. 107.030, are hereby adopted by reference
24 hereto and made a part of this Deed of Trust.

25 FOURTH: The rights and remedies hereby granted shall
26 not exclude any other rights or remedies granted by law, and all
27 rights and remedies granted hereunder or permitted by law shall
28 be concurrent and cumulative. A violation of any of the covenants
29 herein expressly set forth shall have the same effect as the
30 violation of any covenant herein adopted by reference.

31 FIFTH: All the provisions of this instrument shall
32 inure to, and bind the heirs, executors, successors, and assigns
33 of the BENEFICIARY(IES) and shall inure to, apply to, and bind
34 the legal representatives, successors, and assigns of each of the
35 other parties hereto, respectively. Whenever used, the singular
36 number shall include the plural, the plural the singular, and the
37 use of any gender shall include all other genders.

38 SIXTH: TRUSTOR~~(S)~~ hereby assign to the TRUSTEE any and
39 all rents of the above-described premises accruing after default
40 and hereby authorize(s) TRUSTEE, or a receiver to be appointed
41 on application of TRUSTEE or BENEFICIARY(IES), without waiving or
42 affecting the right of foreclosure or any other right hereunder,
43 to take possession of the premises at any time after there is a
44 default in the payment of said debt or in the performance of any
45 of the obligations herein contained, and to rent the premises for
46 the account of BENEFICIARY(IES). At any TRUSTEE'S sale held
47 hereunder, TRUSTEE shall sell the property herein described as a
48 single unit unless herein otherwise specifically directed and at
49 such sale is hereby authorized to bid for BENEFICIARY(IES) or
50 other absent person.

51 SEVENTH: It is expressly agreed that the trusts created
52 hereby are irrevocable by the TRUSTOR~~(S)~~.

53

IN WITNESS WHEREOF, the TRUSTOR has hereunto caused its duly authorized officers to set their hands and affix the corporate seal hereto, the day and year first above written.

by: Lee Hale President

ATTEST: Clyde J. Smart Secretary



STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 22nd day of October, 1968.

before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared LEE HALE and CLYDE J. SMART, known to me to be the President and Secretary of the Corporation that executed the foregoing instrument and upon oath did depose that they are the officers of said Corporation as above designated; that they are acquainted with the seal of said Corporation; that the signatures to said instrument were made by the officers of said Corporation as indicated after said signatures, and that the said Corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Alice K. Burke
NOTARY PUBLIC

RECORDED AT THE REQUEST OF
Title Insurance & Trust Co.
on November 1, 1968
at 01 min. cost 8 A. M.
in Book 26 of GENERAL
RECORDS, 248-250 RECORDS
OF CLARK COUNTY, NEVADA
Willie A. White
Recorder
File No. 47973 fee \$ 5.00

