

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 18th day of February, 1969, by and between WILLIAM PLETZ, an unmarried man of Eureka, Nevada, hereinafter called Trustor and NEVADA TITLE GUARANTY COMPANY, a Nevada Corporation, Trustee, and MERLE COLVIN KELLY, an unmarried man; VANCE E. BOELTS and MARGARET V. BOELTS, his wife; LOUIS E. ENZMINGER and EVELYN M. ENZMINGER, his wife; LLOYD W. KELLY and VERA M. KELLY, his wife; MERLE COLVIN KELLY, VANCE E. BOELTS, LOUIS E. ENZMINGER and LLOYD W. KELLY, doing business as KEBCO FARMS, a co-partnership, Beneficiaries;

W I T N E S S E T H:

WHEREAS, the Trustor is indebted to the Beneficiaries in the sum of SEVENTY-EIGHT THOUSAND DOLLARS, (\$78,000.00), lawful, current money of the United States of America, together with interest thereon at the rate of 6½% per annum in said lawful money of the United States of America, and has 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 the said Trustor to the said Beneficiaries.

NOW, THEREFORE, the said Trustor, for the purpose of securing the payment of said Note, and the principal and interest and all other amounts therein set forth, or therein provided to be paid, and also the payment of all other monies herein agreed or provided to be paid by the said Trustor, or which may be paid out or advanced by the said Beneficiaries

or the Trustee under the provisions of this instrument, with

interest, and further, in consideration of the sum of ONE DOLLAR, (\$1.00), lawful money of the United States of America, in hand paid by the Trustee, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell unto the said Trustee and to its successors and assigns, all that certain real property situate in the County of Eureka, State of Nevada, and more particularly described as follows:

PARCEL I.

TOWNSHIP 20 NORTH, RANGE 53 EAST, M.D.B.&M.

Section 4: Lots 15 and 16;  $S\frac{1}{2}NE\frac{1}{4}$ ;  $SE\frac{1}{4}$

PARCEL II.

TOWNSHIP 21 NORTH, RANGE 53 EAST, M.D.B.&M.

Section 33:  $NE\frac{1}{4}$ ;  $E\frac{1}{2}NW\frac{1}{4}$

34: Lots 1, 2, 3 and 4;  $N\frac{1}{2}S\frac{1}{2}$

PARCEL III.

TOWNSHIP 21 NORTH, RANGE 53 EAST, M.D.B.&M.

Section 33:  $NE\frac{1}{4}SW\frac{1}{4}$ ;  $N\frac{1}{2}SE\frac{1}{4}$ ; Lots 2, 3, 4, 5, 6 and 7

PARCEL IV.

TOWNSHIP 21 NORTH, RANGE 53 EAST, M.D.B.&M.

Section 34:  $N\frac{1}{2}$

TOGETHER with all buildings and improvements situate on the above parcels.

TOGETHER with all water, water rights, and rights to the use of water obtained by virtue of those certain State of Nevada water permits Numbers 19371, 19378, 20000 and 20001 and State of Nevada water Certificate Numbers 6784, 6785, 6760 and 6786; 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 all minerals, oil or gas owned by the Beneficiaries, lying on, in or under the above parcels.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD said premises, together with the appurtenances unto the said Trustee, and to its successors and assigns, for the uses and purposes herein mentioned.

Being in trust, nevertheless, for the benefit and security of the Beneficiaries named herein, and the holders of said Note secured hereby, as well as security for the repayment of all sums of money which may hereafter become due and payable from the said Trustor to said Beneficiaries, as well as security for the renewal or renewals of said Note, or the debt evidenced thereby.

The following covenants: One; Two, (\$\_\_\_\_\_); Three; Four, (6½%); Five; Six; Seven, (a reasonable amount); Eight; and Nine of N.R.S. 107.030 are hereby adopted and made a part of this Deed of Trust.

The Trustor promises to properly care for and keep the property herein described in the same condition as the same now exists, subject to normal wear and tear; to care for, protect and repair all buildings and improvements situate, or to be constructed at or thereon; to properly maintain, irrigate and harvest any meadows, cultivate the crop areas, applying the water rights to beneficial use so that the same

shall not be lost by abandonment or adverse use; not to remove or demolish any buildings or other improvements situate thereon; and to otherwise protect and preserve the said premises and improvements thereon; and not to commit, or permit any waste or deterioration of said buildings and improvements, or of said premises; and to pay, when due, all claims for labor performed and materials furnished therefor.

This Deed of Trust shall also be security for such additional amounts as may be hereafter loaned by the Beneficiaries, or their heirs, executors, administrators or assigns, to the Trustor, or any successors in the interest of the Trustor, and any present or future demands of any kind or nature which the Beneficiaries, or their heirs, executors, administrators or assigns, may have against the Trustor, whether created directly or acquired by assignment; whether absolute or contingent; whether due or not; or whether otherwise secured or not; or whether existing at the time of the execution of this instrument or arising thereafter; and also as security for the payment and performance of every obligation, covenant, promise and agreement herein, or in said Note or Notes contained.

The rights and remedies granted hereby shall not exclude any other rights or remedies granted herein or by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative.

Said Trustor, in consideration of the premises, does hereby covenant and agree that neither the acceptance nor

the 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 hereunder, operate as a waiver of any such other security now held or hereafter acquired.

All covenants and agreements herein contained, or by reference made a part hereof, shall be binding upon the heirs, executors, administrators and assigns of the said Trustor, and this indenture shall not be modified in any respect by the amendment or repeal of any law which has been by reference made a part hereof.

IT IS EXPRESSLY AGREED that the trusts created hereby are irrevocable by the Trustor.

IN WITNESS WHEREOF, the Trustor has hereunto set his hand the day and year first hereinabove written.

William Pletz  
WILLIAM PLETZ

STATE OF Oregon, )  
COUNTY OF Multnomah ) SS

On January 23<sup>rd</sup>, 1969, personally appeared before me, a Notary Public, WILLIAM PLETZ, who acknowledged to me that he executed the foregoing instrument.

William J. Daw  
NOTARY PUBLIC  
My Commission expires 8-9-72

RECORDED AT THE REQUEST OF  
Nevada Title Guaranty Company  
on February 18 1969  
at 23 mins past 10 A. M.  
in Book \_\_\_\_\_ of OFFICIAL  
RECORDS, page 590-594 RECORDS  
OF CLATSOP COUNTY, NEVADA  
Charles B. Evans, Jr.  
Recorder 48641 Fee \$ 7.00  
P.H. No. \_\_\_\_\_

CHARLES B. EVANS, JR.  
ATTORNEY AT LAW  
SUITE SIX, PROFESSIONAL CENTER  
575 COURT STREET  
P. O. BOX 511  
ELKO, NEVADA 89801

