48976

DEED OF TRUST

THIS DEED OF TRUST, made this 6th day of April , 1969 by and between Jess A Sellers and June Sellers, husband and wife

and NEVADA TITLE GUARANTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Nevada, Trustee for Henior Inv Co., a California corporation

WITNESSETH:

That Trustor does hereby grant, bargain, sell, convey and confirm unto Trustee in trust with power of sale, all that certain property in the County of Eureka, State of Nevada, more particularly described as follows:

The West Half of East Half of Northwest Quarter of Section five (5), Township 31 North, Range 48 East Eureka County, Nevada

AND, ALSO, all the estate, interest, homestead or other claim, as well in law as in equity, which said Trustor now has or may hereafter acquire in and to said property, together with all easements and rights of way used in connection therewith or as a means of access thereto, and all and singular 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 same unto the said Trustee and its successors, for the purpose of securing: This Trust Deed & Note, on above land

Payment of an indebtedness in the sum of \$1738.50 , evidenced by a promissory note of even date herewith, with interest thereon, according to the terms of said note, which note by reference is hereby made a part hereof, executed by Trustor and delivered to Beneficiary, and payable to the order of Beneficiary, and any and all extensions or renewals thereof; payment of such additional sums with interest thereon, as may be hereafter loaned by the Beneficiary to Trustor when evidenced by the promissory note or notes of Trustor; payment of all other sums with interest thereon becoming due or payable under the provisions hereof to either Trustee or to Beneficiary, and the performance and discharge of each and every obligation, covenant and agreement of Trustor herein contained.

AND THIS INDENTURE FURTUER WITNESSETH:

FIRST: Trustor promises and agrees to pay when due all claims for labor performed and materials furnished for any construction, alteration or repair upon the above-described premises, to comply with all laws affecting said property or relating to any alterations or improvements that may be made thereon; not to commit or permit waste thereon, not to commit, suffer or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting said property.

SECOND: The following covenants Nos. 1, 3, 4 (interest 10%), 5, 6, 7 (counsel fees 10%), 8 and 9 of Nevada Revised Statutes 107.030 are hereby adopted and made a part of this Deed of Trust.

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

FOURTH: All the provisions of this instrument shall inure to, apply to, and bind the heirs, executors, successors and assigns of Beneficiary and shall inure to, apply to, and bind the legal representatives, successors and assigns of each of the other parties hereto, respectively. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

FIFTH: Trustor hereby assigns to the Trustee any and all rents of the above-described premises and hereby authorizes Trustee, without waiving or affecting the right of foreclosure or any other right hereunder, to take possession of the premises at any time after there is a default in the payments of said debt or in the performance of any of the obligations herein contained, and to rent the premises for the account of Trustor.

SIXTH: It is hereby expressly agreed that the trust created hereby is irrevocable by Trustor.

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

STATE OF Novada

County of lower lacte }

On this 2 day of April , 1949 , personally appeared before me, a Notary Public in and for the County of Interference of April 2018

known to me to be the person described in and who executed the foregoing instrument, and new , duly acknowledged to me that he executed the same 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 in this certificate first above written.



Ru Sellens fr

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OFFICIAL SEAL
LILLIAN J. RUPPENTHAL
NOTARY PUBLIC CALIFYAMIA
CONTRA COSTA COUNTY
My Commission Expires June 2, 1972

(When this Trust Deed is recorded, please return to Henion Inv Co., 2086 E Colorado Blvd., Pasadena, Cal. 91107).

COMPTENT THE STORYGOT Henion Investment Co.

RECORDED AT THE REQUEST OF Henion Investment Co
April 8 ,19 69 ct 45 mins past 10 A M M

Book 28 of OFFICIAL REGADS, page 350-351, RECORDS OF
EUREKA COUNTY, NEVADA. Allo A M

File No. 18976