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(Rev. 10-10-67): R	CAL ESTATE DEED OF IN	UST FOR NEVEDA a bis consequent for units of the man of the consequence of the man of th
	(Manken rowns 10 ministra	(AIA)
194	and the fight from the first of	ANITA RUTHEL DUBOSE 2 his wife and
THIS INDENTIFE mad	e and entered into this date.	ine 17 1969
The same of a		and what the last that discussed managements
by and between the undersig	ned BRUCE A. DUROSE and IU	ANITA RUTHEL DUBOSE his wife,
by the comoch the andorre	ि । यह का सम्मानुस्य perare (कि.स्टेस्ट	THE BOY BRIDGE COLLEGE OF THE BORD
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***************************************	Trapped to the first and the State of the St	The control of the co
regiding in	Eureka	County, Nevada,
*CD-0410B vii		2 : 12 W
whose nost office address is	Box 227. Eureka	, Nevada 89316
whose post office saurous is		
ao grantor(a) tharain balled	Borrower " and OLIVER J.	DUVAL State Directo
of the Fermers Home Admin	istration for the State of Nevada, and	his successors in office as State Director o
Acting State Director, as tru	stee, herein called "Trustee," and the	United States of America, acting through the
ernment. WITNESSETH TH	T United Buttes Department of Agricult	DUVAL , State Directo his successors in office as State Director o United States of America, acting through th ure, as beneficiary, herein called the "Gov Idenced by a certain promissory note, herein
WHEDEAR Borrower is	instiv indebted to the Government as ev	idenced by a certain promissory note, herei
William Day of Device of 12	/	
	une 17 , 10 69	for the oringinal 824 of
called "the note," dated	F.F.	1
TUTOTV-VALO TUAL	AND AND NOTION	. Dollars (\$ 34,000,00), with interes
	MID. AUG., HV/, AUG.	E DOIAGO (WW.EFT.
PTVR	5 %) nos nun	um, executed by Borrower and payable to the
at the rate of	installments as specified thereis, which	h note authorizes acceleration of the entire
indebtedness at the entire of	the Government upon any default by Bor	rower; and
WILDDRAG the note suident	as a loan to Borrowar in the ntincinal amo	unt specified therein, made with the purpose and
intention that the Government, a	it any time, may assign the note and insure	the payment thereof pursuant to the Consolidated
Farmers flome Administration A	ct of 1961, or Title V of the Housing Act of 1	949; end
WHEREAS, when payment of	of the note is insured by the Government,	, it may be assigned from time to time and each
holder of the insured note, in tu	n, will be the insured lender; and	
WHEREAS, when payment of	f the note is insured by the Government,	the Government will execute and deliver to the
insured lender along with the	note an Insurance endorsement insuring the	e payment of all amounts payable to the insured
lender in connection with the lo	in; and	the Course her agreement with the incured
WHEREAS, when payment	if the note is insured by the Government,	the Government by agreement with the insured ecified portion of the payments on the note to be
designated the "annual charge"	ice endorsement may be entitled to a spe	selling polition of the payments on the note to be
miteness a condition of the	, and incurance of payment of the note will be th	nat the holder will forego his rights and remedies
against Rossower and any other	in connection with said loan, as well as a	ny benefit of this instrument, and will accept the
benefits of such insurance in 1	ieu thereof, and upon the Government's requ	iest will assign the note to the Government; and
WUCDBAS it in the purpose	and intent of this instrument that among of	ther things, at all times when the note is held by
the Covernment or in the event	the Coverament should assign this institute	nt without insurance of the note, this instrument
shall secure payment of the no	e; but when the note is held by an insured	lender, this instrument shall not secure payment
of the note or attach to the deb	t evidenced thereby, but as to the note and it loss under its insurance endorsement by re	such debt shall constitute an indemnity mortgage
to secure the Government against	idention of enid loan Rossowes does hereby	y grant, bargain, sell, mortgage, and assign unto
NOW, THEREFORE, In Con-	Inclusion of Pain town Dougher ones hereof	6 Search agrident agent manifestal and agent and
A	standsty situated in Eureka	<u> </u>
I rustee the following-described	property situated inEureka	,
County(ies), State of Nevada:		ON HOUSE BONNES ES BOOK AMBEN

The South half of Section 13, Township 21 North, Range 53 East, MDB&M.
The North half of Section 13, Township 21 North, Range 53 East, MDB&M. SUBJECT to recorded rights of way;

> <u> 29. apage.</u> FHA 427-1 Nev. (Rev. 10-10-67)

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and other 10-1-15-1-20tion in drawing re is nage to

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SURPLIED to recorded trans of way;

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The South half of Section 13, Township 21 Morth, Range 53 Heat, MARKA; The Morth half of Section 13, Township 21 Morth, Hange 53 East, MADAM, क्ष्मिट्टर प्रदेशक्ष

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together with all rights, interests, casements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached therefo or reasonable necessary to the use thereof, all water, water rights, water stock, wells, pumps, pumping plants, and equipment pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of, or injury to, any part thereof or interest therein—all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto Trustee, his successors, grantees and assigns forever;

TO HAVE AND TO HOLD the property unto Trustee, his successors, grantees and assigns torever;
IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any spreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured lender, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance endorsement by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinalter described, and the performance of every covenant and agreement of Borrower contained herein at in supplementary agreement, the provisions of which are hereby incorporated herein and of Borrower contained herein or in supplementary agreement, the provisions of which are hereby incorporated herein and made a part hereof.

BORROWER for himself, his heirs, executors, administrators, successors and assigns WARRANTS the property and the title thereto unto Trustee for the benefit of the Government against all lawful claims and demands whatsoever except any llens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay, promptly when due any indebtedness to the Government hereby secured and to indemnify and save hataless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured lender, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government any initial fees for inspection and appraisal, and any delinquency charges, now or hereafter required by regulations of the Farmers Home Administration.

(3) At all times when the note is held by an insured lender, any amount due and unpaid under the terms of the note, less the amount of any annual charge, may be paid by the Government of the holder of the note as provided in the note and insurance endorsement for the account of Borrower. Any amounted by the Government on the note and the note whether it is held by the Government or by an insured leader, may be credited by the Government on the note and thereupon shall constitute an advance by the Government for the account of Borrower. Any advance by the Government as described in this paragraph shall bear interest at the note rate from the date on which the amount of the advance was due to the date of payment to the Government.

(4). Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expensed for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the note rate until paid to the Government.

BOOK 29 PAGE

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RECOADS OF

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Such advances, with interest, shall be repaid from the first available collections received from Borrower. Otherwise, any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay which due all lakes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) If this instrument is given for a "Farm Ownership" loan as identified in Farmers Home Administration regulations, personally to operate the property with his own and his family's labor us a farm and for no other purpose, and not to lease the property or any part of it, unless the Government consents in writing to some other method of operation or to a lease. If this instrument is given for a "Section 502 Rural Housing" loan on a "nonfarm tract," as so identified, the property will be personally occupied and used by Borrower and not rented or leased without the Government's written consent.

(11) To comply with all laws, ordinances, and regulations affecting the property.

(12) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note or any supplementary agreement (whether before or after default), including but not limited to costs of evidence stitle to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, seiling, and conveying the property.

(13) Neither the property nor any portion thereof or interest therein shull be assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shull have the sole and exclusive rights as beneficiary hereunder, including but not limited to the power to grant consents and subordinations, and to request full and partial reconveyances, and no insured lender shall have any right, title or interest in or to the lien or any benefits

(14) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(15) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, request reconveyances of portions of the property from and autordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

(16) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(17) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(18) SHOULD DEFAULT occur in the performance or discharge of any obligation secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate of tent the property; (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.

(19) At the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notice; and at such sale the Government and its agents. may bid and purchase as a stranger; Trustee at his option may conduct such sale without being personally present; through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate dully authorized in accordance herewith.

(20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses ident to enforcing or complying with the provisions have (25) and expenses (20) The proceeds of foreclosure safe shall be applied in the following order to the payment of the following incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting, such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(21) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(22) As against the debt evidenced by the note and any indebtedness to the Government hereby secured and to the extent permitted by law, Borrower hereby relinquishes all rights of homestead in the property and hereby waives all present and future valuation or appraisal laws and all exemptions of any kind to which Borrower may be entitled under the laws and constitution of the jurisdiction in which the property is situated,

(23) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(24) Molices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given in the case of the Government or Trustee to Farmers Home Administration, United States Department of Agriculture, at Berkeley, California 94704, and in the case of Borrower to him at his post office address stated above.

(25) Upon full and final payment of all indebtedness hereby secured and the performance and discharge of each and every condition, agreement and obligation, contingent or otherwise, contained herein or secured hereby, the Government shall request Trustee to execute and deliver to Borrower at his above post office address a full reconveyance of the property within 60 days after written demand by Borrower, and Borrower hereby waives the benefits of all laws requiring earlier execution or delivery of such reconveyance,

IN WITNESS whereof, Borrower has hereunto set Borrower's hand(s) and seal(s) the day and year first above written. Thele DuBour ACKNOWLEDGMENT STATE OF NEVADA COUNTY OF EUROPE , A.D. 196.2..., personally appeared before me, On this _ day of .. a Notaty Public in and for said County, BRUCE A. DUBOSE and JUANITA RUTHEL DUBOSE, his wife. known (or proved) to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged to RECORDED AT THE REQUEST OF Title Insurance & Trust Co. June 24 19 69 of 51 mint pest 10 311-314 10 A. 29 of OFFICIAL RECORDS, page RECORDS OF Notary Fuelto: WILLIS A. DePAON
Hotary Public - State of Nevada 6.00 My commission expires (NOTARIAL SEAL) nets-Goussy, Nave My commission expires Oct. 14, 196 GPO 805-631