

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 1st day of November, 1969, by and between MATTHEW L. MORRISON, of the County of Eureka, State of Nevada, hereinafter called "Grantor," and TITLE INSURANCE AND TRUST COMPANY, a corporation, Trustee, and HARMON WALKER and GAYDA WALKER, his wife, as joint tenants with right of survivorship, of Myrtle Creek, Oregon, hereinafter called "Beneficiaries,"

WHEREAS, the Grantor is indebted to the Beneficiaries in the sum of TWENTY-TWO THOUSAND DOLLARS (\$22,000.00), lawful money of the United States, and has agreed to pay the same according to the tenor and terms of a certain Promissory Note bearing even date and made, executed and delivered by the Grantor to the said Beneficiaries, a copy of which Note is attached hereto as Exhibit A and made a part hereof.

NOW, THEREFORE, the said Grantor, for the purpose of securing the payment of the said Promissory 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 moneys herein agreed or provided to be paid by the said Grantor, or which may be paid out or advanced by the Beneficiaries or Trustee, if such payments or advancements are made under the provisions of this instrument, with the interest in each case, hereby grants, bargains, sells, conveys and confirms unto the said Trustee all the right, title, estate, interest, homestead or other claim or demand, as well in law as in equity, which the said Grantor now has or may hereafter acquire of, in or to the property, improvements and ap-

purtenances, situate in the County of Eureka, State of Nevada,
more particularly described as follows:

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

Section 8: $w\frac{1}{2}$

Together with all improvements situate thereon.

Together with the tenements, hereditaments and
appurtenances thereunto belonging or in anywise
appertaining, and the reversion and reversions,
remainder and remainders, rents, issues and pro-
fits thereof.

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

The following covenants of NRS 107.030 are hereby adopted
and made a part of this Deed of Trust: Nos. 1; 2 (\$none); 3; 4 (7%);
5; 6; 7 (reasonable); 8; and 9.

Said Grantor, in consideration of the premises, hereby
covenants and agrees that neither the acceptance nor existence,
now or hereafter, or other security for the indebtedness secured
hereby, or 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 thereunder operate as a
waiver of any such other security now held or hereafter acquired.

This Deed of Trust shall inure to the benefit of and
be binding upon the Grantor as indicated in the first paragraph
of this Deed of Trust, and his respective heirs, executors,
administrators and assigns accordingly, and the Beneficiaries, as
indicated in the first paragraph of this Deed of Trust and their
respective heirs, executors, administrators and assigns accordingly.


The Grantor covenants and agrees to properly care for, protect and keep the property and any improvements thereon in at least the state and condition of repair it is on the date of the execution of this Deed of Trust, and not to remove, damage or demolish any improvements on the property.

IN WITNESS WHEREOF, the Grantor has executed these presents the day and year first above written.

Matthew L. Morrison
MATTHEW L. MORRISON

STATE OF NEVADA)
) SS.
COUNTY OF EUREKA)

On Nov. 26, 1969, personally appeared before me, a Notary Public, MATTHEW L. MORRISON, who acknowledged that he executed the above instrument.

 WILLIS A. DePAOLI
Notary Public — State of Nevada
Eureka County
My Commission Expires Oct. 14, 1973

Willis A. DePaoli
NOTARY PUBLIC

EXHIBIT "A"
PROMISSORY NOTE

\$ 22,000.00

November 1, 1969
Eureka, Nevada

FOR VALUE RECEIVED, I, MATTHEW L. MORRISON, the undersigned, promise to pay to the order of HARMON WALKER and GAYDA WALKER, his wife, as joint tenants with right of survivorship, at P.O. Box 186, Myrtle Creek, Oregon, or wherever payment may be demanded by the holder of this Note, the sum of TWENTY-TWO THOUSAND DOLLARS (\$22,000.00), with interest thereon from the date hereof until paid at the rate of SEVEN per cent (7%) per annum, both principal and interest payable only in lawful money of the United States of America, as follows, to-wit:

Annual installments of \$1,000.00, plus interest, shall be paid on this Note, the first of said installments to be paid on the 1st day of December, 1970, and a like installment on the 1st day of December of each and every year until the principal and interest have been fully paid. Each of said yearly installments shall be applied first to the payment of accrued interest on the unpaid principal, and the balance thereof to be credited on said principal.

The maker, may, at his option, increase the amount of the said payments, or may make additional or further payments on the principal balance then due, or may pay in full, at any time, the principal balance then due, all without a penalty or additional charge, save and except only for any interest then due, and any additional payments made shall be credited as of the date of payment, and interest shall accrue only upon the remaining balance of the indebtedness.

The maker and endorsers hereby severally waive presentment for payment, notice of dishonor, protest and notice of protest, and of nonpayment of this Note, and all defenses on the grounds of any extension of time of payment that may be given by the holders.

If any default be made in any such installment payment of principal or interest, and such default is not cured within THIRTY (30) days, without presentment, notice or demand, the entire unpaid principal sum thereof, and all accrued interest thereon, shall, at the holders option become immediately due and payable.

The maker and any endorsers of this Note further agree to pay all costs of collection including any reasonable attorney fee incurred in case payment shall not be made as herein provided.

In the event the maker of this Note, shall be adjudged a bankrupt, or if a general assignment is made for the benefit of creditors by the maker, then, upon the happening of either of such events, the entire sum of the principal and interest then remaining unpaid shall become forthwith due and payable, although the time of maturity as expressed in this Note shall not have arrived.

A Deed of Trust of even date secures the payment of the indebtedness evidenced by this Note.

MATTHEW L. MORRISON

GUARANTEE CERTIFICATE

The Undersigned, DONALD E. MORRISON and ELBERTA J. MORRISON, his wife, the parents of the above maker, MATTHEW L. MORRISON, for and in consideration of \$1.00 and other good and valuable consideration, hereby guarantee the payment of the foregoing Promissory Note to HARMON WALKER and GAYDA WALKER, his wife.

SIGNED:

Donald E. Morrison
DONALD E. MORRISON

Elberta J. Morrison
ELBERTA J. MORRISON

RECORDED AT THE REQUEST OF Joseph O. McDaniel
on Dec. 5, 19 69, at 48 mins. past 10 A. M. in
Book 33 of OFFICIAL RECORDS, page 498-502, RECORDS OF
EUREKA COUNTY, NEVADA. William A. McDaniel Recorder.
File No. 51823 Fee \$7.00