

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 6th day of February
 A. D. 1970, by and between Jerry Witherspoon and Merrilyn Witherspoon

As Trustor, and Title Insurance & Trust Company, Reno, Nevada

a corporation duly organized and existing under and by virtue of the laws of the State of Nevada
 As Trustee, and FIRST NATIONAL BANK OF NEVADA, Reno, Nevada, a corporation organized and existing under
 and by virtue of the laws of the United States of America, as Beneficiary. (It is distinctly understood that the word "Trustor"
 and the word "his" referring to the Trustor, as herein used, are intended to and do include the masculine, feminine and neuter
 genders and the singular and plural numbers, as indicated by the content.)

WITNESSETH: That said Trustor hereby grants, conveys and confirms unto said Trustee in trust with power of
 sale, the following described real property situate in the

County of Eureka State of Nevada, to-wit:

Lot 9, Block 22, Town of Eureka, Nevada

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same except during continuance of some
 default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the
 name of any party hereto.

For the Purpose of Securing: 1. Performance of each agreement of Trustor Incorporated by reference or contained herein. 2. Pay-
 ment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the princi-
 pal sum of \$..... executed by Trustor in favor of Beneficiary or order. 3. Payment of such additional sums as may
 hereafter be advanced for the account of Trustor or assigned by Beneficiary with interest thereon.

Trustor grants to Beneficiary the right to record notice that this deed of trust is security for additional amounts and
 obligations not specifically mentioned herein but which constitute indebtedness or obligations of the Trustor for which Benefi-
 ciary may claim this deed of trust as security.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: The trustor promises to properly care for and keep the property herein described in first class condition,
 order and repair; to care for, protect and repair all buildings and improvements situate thereon; not to remove or demolish
 any buildings or other improvements situate thereon; and otherwise to protect and preserve the said premises and the im-
 provements thereon and not to commit or permit any waste or deterioration of said buildings and improvements or of said
 premises.

SECOND: The following covenants, Nos. 1, 2 (\$5,000..... amount of insurance) 3, 4 (interest 1% per month)
 5, 6, 7 (counsel fees 10%) and 8 of N. R. S. 107.030, are hereby adopted and made a part of this deed of trust.

THIRD: In the event of a deficiency after sale pursuant to the covenants incorporated herein, the Beneficiary has a
 right to claim and collect such deficiency out of other property not otherwise exempt of the Trustor, by suit or otherwise,
 together with costs incurred and a reasonable attorneys' fee.

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

FIFTH: Trustor further agrees that the beneficiary may from time to time and for periods not exceeding one year,
 in behalf of the Trustor renew or extend any promissory note secured hereby and said renewal or extension, shall be con-
 clusively deemed to have been made when so endorsed on said promissory note or notes by the beneficiary in behalf of the
 Trustor.

SIXTH: In the event of any tax or assessment on the interest under this deed of trust it will be deemed that such
 taxes or assessments are upon the interest of the trustor, who agrees to pay such taxes or assessments although the same
 may be assessed against the beneficiary or trustee.

SEVENTH: All the provisions of this instrument shall inure to, apply to, and bind the legal representatives, suc-
 cessors and assigns of each party hereto respectively.

EIGHTH: In the event of a default in the performance or payment under this deed of trust or the security for which
 this deed of trust has been executed, any notice given under Section 107.080 N. R. S. shall be given by Certified Mail to

the trustor(s) addressed to Jerry or Merrilyn Witherspoon, Box 217, Eureka, Nevada
 and such notice shall be binding upon the trustor(s), assignee(s), or grantee(s) from the trustor(s).

NINTH: It is expressly agreed that the trusts created hereby are irrevocable by the Trustor.

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

Jerry Witherspoon
Merrilyn Witherspoon

State of Nevada

County of Eureka } ss.

On this 6th day of February in the year A. D. nineteen hundred and Seventy before me, _____ a Notary Public in and for said County of Eureka personally appeared Jerry Witherspoon and Merrilyn Witherspoon known to me to be the person whose name subscribed to the within instrument, and 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 at my office in the said _____ County of Eureka the day and year in this certificate first above written.

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

Willis A. DePaul
Notary Public in and for the County of Eureka State of Nevada.
My Commission Expires 10-14 1973

On this _____ day of _____ in the year A. D. nineteen hundred and _____ before me, _____ a Notary Public in and for said County of _____ personally appeared _____ known to me to be the person whose name subscribed to the within instrument, and 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 at my office in the said _____ County of _____ the day and year in this certificate first above written.

Notary Public in and for the County of _____ State of Nevada.
My Commission Expires _____ 19____

**deed of Trust
and Assignment of Debt**

Jerry Witherspoon and
Merrilyn Witherspoon
Trustor.

—TO—
Title Insurance & Trust Co.
Trustee

—FOR—
FIRST NATIONAL BANK OF NEVADA
RENO, NEVADA
Eureka Branch, Eureka, Nevada
Beneficiary.

February 6, A. D., 1970
Filed for record at the request of
FIRST NATIONAL BANK OF NEVADA
RENO, NEVADA

OFFICE
A. D., 19____
at _____ Min. past _____ of _____ o'clock
M. in Vol. _____ of _____
Page _____ and following, Records of
Country, Nevada.
County Recorder.
Deputy Recorder.

By _____
ICL 163 (11-67)

WHEN RECORDED MAIL TO _____ OFFICE

FIRST NATIONAL BANK OF NEVADA
RENO, NEVADA

Willis A. DePaul
Eureka, Nevada
(Address of Office)

RECORDED AT THE REQUEST OF Uel Dillard
on Feb. 10, 1970 at 40 mins. past 2 P. M. In
Book 34 of OFFICIAL RECORDS, page 239-240, RECORDS OF
EUREKA COUNTY, NEVADA. *Willis A. DePaul* Recorder.
File No. 52101 Fee 8.40