

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 19th day of May, 1970, by and between LeROY W. ETCHEGARAY and MARY JEAN ETCHEGARAY, both of Eureka, Nevada, hereinafter called Grantors, and TITLE INSURANCE AND TRUST COMPANY, Trustee, and WILLIAM D. WILCOX and LOIS J. WILCOX, his wife, and LEONARD POLLARD and SHARON POLLARD, his wife, as joint tenants with right of survivorship, and not as tenants in common, of Grants Pass, Oregon, hereinafter called Beneficiaries,

WHEREAS, the Grantors are indebted to the Beneficiaries in the sum of SEVENTEEN THOUSAND DOLLARS (\$17,000.00), lawful money of the United States, and have agreed to pay the same according to the tenor and terms of a certain Promissory Note bearing date of May 19, 1970, and made, executed and delivered by the Grantors to the said Beneficiaries, a copy of which Note is attached hereto as Exhibit A and made a part hereof.

NOW, THEREFORE, the said Grantors, 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 Grantors, 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 grant, bargain sell, convey and confirm 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 Grantors now have or may hereafter acquire of, in or to the property, improvements and appurtenances, situate in the County of Eureka, State of Nevada, and more particularly described as follows, to-wit:

PARCEL 1 (Wilcox)

Township 22 North, Range 54 East, M.D.B.&M.

Section 5: SW 1/4

Together with all buildings and improvements situate thereon, if any.

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

Together with any and all water, water rights, rights to the use of water, dams, ditches, canals, pipelines, reservoirs, wells and all other means for the diversion or use of waters appurtenant to said land, or any part thereof, or used or enjoyed in connection therewith.

PARCEL II (Pollard)

Township 22 North, Range 54 East, M.D.B.&M.

Section 5: SE 1/4

Together with all buildings and improvements situate thereon, if any.

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

Together with any and all water, water rights, rights to the use of water, dams, ditches, canals, pipelines, reservoirs, wells and all other means for the diversion or use of water appurtenant to said land, or any part thereof, or used or enjoyed in connection therewith.

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 N.R.S. 107.030 are hereby adopted and made a part of this Deed of Trust: Nos. 1; 3; 4 (6%); 5; 6; 7 reasonable; 8; and 9.

Said Grantors, in consideration of the premises, hereby covenant and agree that neither the acceptance nor existence, now or hereafter, of 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 Grantors as indicated in the first paragraph of this Deed of Trust, and their heirs, administrators, executors and assigns, and the Beneficiaries, as indicated in the first paragraph of this Deed of Trust and their respective heirs, executors, administrators and assigns accordingly.

The Grantors agree to properly care for and keep the property herein described and all improvements, fences, watering facilities, and all other structures and fixtures thereon in at least its present condition, order and repair subject to reasonable wear and tear and replacement; and otherwise to protect and preserve, and properly maintain, the said premises and the improvements thereon and not to commit or permit any waste on said premises. Grantors agree to utilize all water rights appurtenant to or used in connection with the premises; and to do all things reasonably necessary or adviseable to prevent the loss of, damage to, reduction in, or prejudice of any water rights attached to or now used in connection with the premises described in this Deed of Trust.

IN WITNESS WHEREOF, the Grantors have executed these presents the day and year first above written.

*Leroy W. Etchegaray*  
LEROY W. ETCHEGARAY

*Mary Jean Etchegaray*  
MARY JEAN ETCHEGARAY

STATE OF NEVADA, )  
                          ) SS.  
COUNTY OF ELKO, )

On this 19<sup>th</sup> day of May, 1970, personally appeared before me a Notary Public, LEROY W. ETCHEGARAY and MARY JEAN ETCHEGARAY, who acknowledged that they did execute the above instrument.

*Mark C. Scott, Jr.*  
NOTARY PUBLIC

MARK C. SCOTT, JR.  
Notary Public - State of Nevada  
Commission Expires Sept. 18, 1970  
Elko County, Nevada

PROMISSORY NOTE

\$17,000.00

May 19, 1970

FOR VALUE RECEIVED, LeROY W. ETCHEGARAY and MARY JEAN ETCHEGARAY, the undersigned, promise to pay to the order of WILLIAM D. WILCOX and LOIS J. WILCOX, his wife, and LEONARD POLLARD and SHARON POLLARD, his wife, as joint tenants with right of survivorship, and not as tenants in common, at Elko, Nevada, or wherever payment may be demanded by the holder or holders of this Note, the principal sum of SEVENTEEN THOUSAND DOLLARS (\$17,000.00), with interest thereon at the rate of SIX PER CENT (6%), from the 30th day of April, 1970, until paid, both principal and interest payable only in lawful money of the United States of America in the following manner:

C  
O  
P  
Y

\$1700.00 principal plus accrued interest shall be paid on or before April 30, 1971; and a like payment of \$1700.00 principal plus accrued interest on or before the 30th day of April, of each year thereafter until paid in full. The maker has the right to fully pay this Note at any time.

The maker, guarantors and endorsers hereby severally waive presentment for payment, notice of dishonor, protest and notice of protest, and of nonpayment of this Note, diligence, and all defenses on the ground of any extension of time of payment that may be given by the holders to them, or any of them; and also agree that further payments of principal or interest in renewal thereof shall not release them as makers, guarantors or endorsers.

If any default be made in the payment of this Note, or any installment payment, and such payment is not made and the default cured within thirty five (35) days after notice of default is given the maker hereof in writing by the holders of this Note, then, at the option of the holders of this Note, and without further notice, the entire unpaid balance of this Note, together with accrued interest shall forthwith become due and payable.

The maker further agrees to pay all costs of collection and/or a reasonable attorney fee incurred in case payment shall not be made as herein provided.

A Deed of Trust dated the 19th day of May, 1970, secures the payment of this Note.

/s/ LeROY W. ETCHEGARAY  
LeROY W. ETCHEGARAY

/s/ MARY JEAN ETCHEGARAY  
MARY JEAN ETCHEGARAY

RECORDED AT THE REQUEST OF Mark C. Scott, Jr.  
on May 29 19 70 at 54 mins. past 10 A. M. In  
Book 35 of OFFICIAL RECORDS, pages 337-340, RECORDS OF  
EUREKA COUNTY, NEVADA. Julius A. Wolf Recorder.  
File No. 52583 Fee \$ 6.00

C O P Y

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