

53128

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 3rd day of August, 1970, by and between WALTER L. PLASKETT and TOMMYE PLASKETT, his wife, of Eureka County, Nevada hereinafter called Trustors; and NEVADA TITLE GUARANTY COMPANY, a Nevada Corporation, Trustee; and TOM B. RUTHERFORD, also known as TOM RUTHERFORD, and HELEN RUTHERFORD, his wife, of Aspermont, Texas, hereinafter called Beneficiaries;

W I T N E S S E T H:

WHEREAS, the Trustors are indebted to the Beneficiaries in the sum of TWENTY-FIVE THOUSAND DOLLARS, (\$25,000.00), lawful money of the United States of America, and have agreed to pay the same according to the terms and tenor of a certain Promissory Note of even date herewith, and made, executed and delivered by the Trustors to the said Beneficiaries, which Note is in the principal sum of \$25,000.00, lawful money of the United States of America.

NOW, THEREFORE, the said Trustors, for the purpose of securing the payment of 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 said Trustors, 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 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 Trustors now have or may

hereafter acquire of, in or to the property, improvements and appurtenances, situate in the County of Eureka, State of Nevada, more particularly described as follows:

TOWNSHIP 21 NORTH, RANGE 54 EAST, M.D.B.&M.

Section 5: Lots 3 and 4; S $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$

TOGETHER with any and all buildings and improvements situate thereon.

TOGETHER with all permits to appropriate the waters of the State of Nevada issued by the State Engineer's Office of the State of Nevada, together with all certificates of appropriation and any and all applications to appropriate the waters of the State of Nevada which are appurtenant to the above described real property or any part thereof, and used or enjoyed in connection therewith including without limitation the following described permits to appropriate the public waters of the State of Nevada:

Permit 19015
Permit 23808

Certificate 6745
Certificate 6799

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits 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.

Being in trust nevertheless, for the benefit and security of the Beneficiaries herein named, and the holders of said Promissory Note secured hereby, as well as security for the repayment of all sums of money which may hereafter become due and payable from the said Trustors to the said Beneficiaries, as well as security for the renewal or renewals of said Note, or the debt evidenced thereby.

The following covenants: One; Two, (\$25,000.00); Three; Four, (6%); Five; Six; Seven, (a reasonable amount); Eight and

Nine of the Nevada Revised Statutes 107.030 are hereby adopted and made a part of this Deed of Trust.

The Trustors promise to properly care for and keep the property herein described in the same condition as the same now exists, subject to normal wear and tear, to care for, protect and repair all buildings and improvements situate on or to be constructed thereon, not to remove or demolish any buildings or other improvements situate thereon, and to otherwise protect and preserve the said premises and improvements thereon, and not to commit or permit any waste or deterioration of said buildings and improvements, or of said premises, and to pay, when due, all claims for labor performed and for materials furnished thereon.

This Deed of Trust shall be security for such additional amounts as may be hereafter loaned by the Beneficiaries, or their successors, to the Trustors, or any of them, or any successors in interest of the Trustors, with interest thereon, and any other indebtedness of the Trustors or any of them, and any present or future demands of any kind or nature which the Beneficiaries or their successors may have against the Trustors, or any of them, whether created directly or acquired by assignment; whether absolute or contingent; whether due or not, or whether otherwise secured or not, or whether existing at the time of the execution of this instrument, or arising thereafter; also as security for the payment and performance of every obligation, covenant, promise or agreement herein or in said Note or Notes contained.

The rights and remedies hereby granted shall not exclude any other rights or remedies granted herein or by law, and all rights and remedies granted hereunder, or permitted by law shall

be concurrent and cumulative.

Said Trustors, in consideration of the premises do hereby covenant and agree that neither the acceptance nor existence, now or hereafter, of other security for the indebtedness secured hereby, nor the release hereof, shall operate as a waiver of the security of this Deed of Trust, nor shall this Deed of Trust, nor its satisfaction or a reconveyance made thereunder, operate as a waiver of any other security now held or hereafter acquired.

All covenants and agreements contained herein, or by reference made a part hereof, shall be binding upon the heirs, executors, administrators and assigns of the said Trustors, and this indenture shall not be modified in any respect by the amendment or repeal of any law which has been by reference made a part hereof.

IT IS EXPRESSLY AGREED that the trust created hereby are irrevocable by the Trustors.

IN WITNESS WHEREOF, the Trustors have executed these presents the day and year first hereinabove written.

Walter L. Plaskett
WALTER L. PLASKETT

Tommye Plaskett
TOMMYE PLASKETT

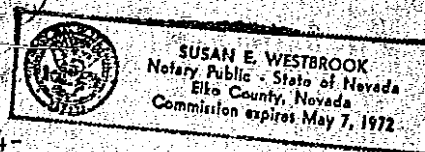
STATE OF NEVADA,)
COUNTY OF EUREKA.) SS

On August 3, 1970, personally appeared before me, a Notary Public, WALTER L. PLASKETT and TOMMYE PLASKETT who acknowledged to me that they executed the foregoing instrument.

RECORDED AT THE REQUEST OF
Tom Rutherford
On September 2, 1970
at 45 mins. past 10 A. M.
in Book 36 of OFFICIAL
RECORDS, PAGES 376-379
OF EUREKA COUNTY, NEVADA
Charles B. Evans, Jr.
Recorder
File No. 53128 Fee \$ 6.00

CHARLES B. EVANS, JR.
ATTORNEY AT LAW
SUITE SIX, PROFESSIONAL CENTER
875 COURT STREET
P. O. BOX 511
ELKO, NEVADA 89801

Susan E. Westbrook
NOTARY PUBLIC



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