

DEED OF TRUST

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DEED OF TRUST, made this 21st day of August, 1970, by and between RONALD W. SMITH and GWENDOLYN F. SMITH, his wife and ARBY E. HARRY, JR. and VERLA V. HARRY, his wife, of the County of Eureka, State of Nevada, First Parties, hereinafter referred to as Grantors, and LEO J. PUCCINELLI, of the City of Elko, County of Elko, State of Nevada, Second Party, hereinafter called the Trustee, and EDWIN CARL BISHOP and LETA BELL BISHOP, his wife, of the County of Eureka, State of Nevada, Third Parties, hereinafter referred to as the Beneficiaries;--

W I T N E S S E T H

WHEREAS, the said Grantors are indebted to the said Beneficiaries, and have agreed to pay such indebtedness according to the terms and tenor of a certain Promissory Note made, executed and delivered by said Grantors to the said Beneficiaries, which note is affixed hereto and incorporated herein as "Exhibit A", which note is in the principal sum of FOURTEEN THOUSAND and NO/100 (\$14,000.00) DOLLARS.

NOW, THEREFORE, the said Grantors, for the purpose of securing the payment of said Promissory Note, and also the payment of all moneys herein agreed or provided to be paid by the said Grantors, or which may be paid out or advanced by said Beneficiaries or Trustee under the provisions of this instrument, do hereby grant, bargain, sell, convey and confirm unto the said Trustee, all of the right, title and interest, claim and demand, as well in law as in equity, which the said Grantors may now have, or may hereafter acquire, in all of the following described lots, pieces or parcels of land, together with the buildings,

structures and improvements constructed, or hereafter erected upon said lands, situate in the County of Eureka, State of Nevada, and being more particularly described as follows:

The East One-half ( $E\frac{1}{2}$ ) of Section Twenty (20) Township Twenty North (T20N), Range Fifty-three East (R53E), M.D.B.&M., Nevada, containing 320 acres, more or less. Said described property being approximately 5 miles West of Eureka, Nevada.

TOGETHER with all water rights, ditches, appurtenant to Water Permit Nos. 19502 and 19503.

and

The West One-half ( $W\frac{1}{2}$ ) of Section Twenty (20), Township Twenty North (T20N), Range Fifty-three East (53E), M.D.B.&M., Nevada, containing 320 acres, more or less. Said described property being approximately 5 miles West of Eureka, Nevada.

TOGETHER with all water rights, ditches, and so forth appurtenant to Water Permit Nos 19500 and 19501.

TO HAVE AND TO HOLD the above-described real property to the Trustee, his successors and assigns, for the uses and purposes herein mentioned.

To permit the Grantors to possess and enjoy said described premises, and to receive the issues and profits thereof until default be made in the payment, in any manner, of the indebtedness hereby secured, or in the performance of any of the covenants herein provided; and upon the full payment of said note, and of any extensions or renewals thereof, and all moneys advanced or expended, as herein provided, and all other costs, charges and expenses, to release and reconvey in fee unto and at the cost of the Grantors the said described land and premises.

This Deed of Trust shall be security for the said Promissory Note, a copy of which is attached hereto and incorporated herein as "Exhibit A", and for any and all other and



further sums that may become due and payable from the Grantors to the Beneficiaries hereafter, for any reason whatsoever, whether by the renewal or the extension of the foregoing note, or by any additional advancement, or by any penalties incurred, or expenses paid out by the Trustee or Beneficiary chargeable to the Grantors.

The following covenants, 1, 2, 4 (old), 5, 6, 7 (attorney fee, reasonable), 8 and 9 of NRS 107.030, are hereby adopted and made a part of this Deed of Trust.

The Grantors further agree that the Trustee, or his successor, shall not incur any liability on account of any act done or omitted to be done in good faith under the provisions of this trust deed, and that he shall be fully protected in acting upon any statement, report, order, notice, request, consent, or other paper or document believed to be genuine and to be signed by the proper party.

Said Grantors further agree in consideration of the premises, that neither the acceptance nor existence, now or hereafter, of other security for the indebtedness secured hereby, nor 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, or a reconveyance made hereunder, operate as a waiver of any such other security now held or hereafter acquired.

All of the provisions of this instrument shall inure to apply to and bind the legal representatives, successors and assigns of each party hereto respectively.

IN WITNESS WHEREOF, the said Grantors have hereunto set their respective hands the day and year first hereinabove written.

*Ronald W. Smith*  
RONALD W. SMITH

*Gwendolyn F. Smith*  
GWENDOLYN F. SMITH

*Arby E. Harry, Jr.*  
ARBY E. HARRY, JR.

*Verla V. Harry*  
VERLA V. HARRY

STATE OF NEVADA )  
                          ) SS.  
COUNTY OF EUREKA )

On <sup>Sept</sup> August 3, 1970 personally appeared before me, a Notary Public, RONALD W. SMITH and GWENDOLYN F. SMITH, his wife and ARBY E. HARRY, JR. and VERLA V. HARRY, his wife, who acknowledged that they executed the above instrument.

WILLIAM A. DILLARD  
Notary Public in and for Nevada  
Eureka County  
My Comm. Expires October 14, 1973

*William A. Dillard*  
NOTARY PUBLIC

RECORDED AT THE REQUEST OF  
Uel Dillard  
on September 15, 1970  
at 07 mins. past 11 A. M.  
in Book 36 of OFFICIAL  
RECORDS, page 510-513, RECORDS  
OF EUREKA COUNTY, NEVADA  
Recorded *William A. Dillard*  
File No. 53227 Fee \$ 6.00

LEO J. PUCCINELLI  
ATTORNEY AT LAW  
HENDERSON BANK BLDG.  
ELKO, NEVADA 89801  
(702) 738-7294