

53228

SECOND DEED OF TRUST

* * *

THIS SECOND DEED OF TRUST made this 21st day of August, A. D., 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 called the Grantors, and LEO J. PUCCINELLI, of the City of Elko, County of Elko, State of Nevada, Second Party, hereinafter called the Trustee, and JAY K. INMAN and VIRGINIA INMAN, his wife, of Turlock, California, Third Parties, hereinafter referred to as the Beneficiaries;-

W I T N E S S E T H:

THAT WHEREAS, the undersigned RONALD W. SMITH and GWENDOLYN F. SMITH, his wife, and ARBY E. HARRY, JR. and VERLA V. HARRY, his wife, are justly indebted to JAY K. INMAN and VIRGINIA INMAN, his wife, of the City of Turlock, County of Stanislaus, State of California, in the sum of FOURTEEN THOUSAND and NO/100 (\$14,000.00) DOLLARS, lawful money of the United States of America, as evidenced by a certain Promissory Note bearing even date herewith and which said Promissory Note is affixed hereto and incorporated herein as "Exhibit A".

WHEREAS, the said RONALD W. SMITH and GWENDOLYN F. SMITH, his wife, and ARBY E. HARRY, JR. and VERLA V. HARRY, his wife, wish to secure the payment by them of that certain indebtedness heretofore described by the execution of this Second Deed of Trust, which said Second Deed of Trust shall be and is junior to that certain Deed of Trust dated August 21, 1970 executed by RONALD W. SMITH and GWENDOLYN F. SMITH, his wife, and ARBY E. HARRY, JR. and VERLA V. HARRY, his wife, as Grantors and which said Deed of Trust was recorded as Document

NO. 53227 in the Office of the County Recorder of the County of Eureka, State of Nevada on SEPTEMBER 15, 1970.

NOW, THEREFORE, this Second Deed of Trust further WITNESSETH that the said Grantors are indebted to the Beneficiaries in the sum of FOURTEEN THOUSAND and NO/100 (\$14,000.00) DOLLARS, 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 bearing even date herewith, a copy of which is attached hereto and incorporated herein as "Exhibit A".

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, with interest in each case, 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, 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 said premises to the Trustee, his heirs 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 the interest thereon, and all moneys advanced or expended, as herein provided, and all other proper 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 Second 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 cause whatsoever, whether by the renewal or the extension of the foregoing Note, or by an additional advancement or by any penalties or additional interest incurred or expenses paid out by the Trustee or Beneficiaries chargeable to the Grantors.

It being understood that this Second Deed of Trust is junior and subject to that certain Deed of Trust as hereinabove described in favor of EDWIN CARL BISHOP and LETA BELL BISHOP, his wife.

The following covenants, Numbers 1, 3, 4 (10%), 5, 6, 7 (attorney fee, reasonable), 8 and 9 of NRS 107.030, are hereby adopted and made a part of this Second Deed of Trust.

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

Ronald W. Smith
RONALD W. SMITH

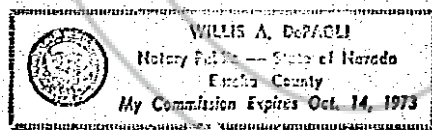
Gwendolyn F. Smith
GWENDOLYN F. SMITH

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

Verla V. Harry
VERLA V. HARRY

STATE OF NEVADA)
COUNTY OF EUREKA) SS.

On ^{Sept} 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.



Willis A. DePaoli
NOTARY PUBLIC

RECORDED AT THE REQUEST OF
Uel Dillard
on September 15, 1970
at 08 ^{misc. part} 11 A. M.
in Book 36 of OFFICIAL
RECORDS, page 514-517, RECORDS
OF EUREKA COUNTY, NEVADA
Recorder Willis A. DePaoli
File No. 53228 Fee \$ 6.00

LEO J. PUCCINELLI
ATTORNEY AT LAW
HENDERSON BANK BLDG.
ELKO, NEVADA 89801
(702) 798-7284

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