

EU-4117
Return To:
Title Insurance & Trust Co.
Post Office Box 632
Elko, Nevada 89801

53710

DEED OF TRUST

THIS DEED OF TRUST, made this 20th day of December, 1970,
by and between DORIS R. SCHWEITZER KITSKILLER, Trustor, TITLE
INSURANCE & TRUST COMPANY, a Corporation, Elko, Nevada, Trustee,
and IVON W. COWDREY and WILMA I. COWDREY, his wife, as joint tenants
with right of survivorship, Beneficiaries;

W I T N E S S E T H:

That the said trustor hereby grants, bargains, sells, conveys
and confirms unto the said Trustee and its successors and assigns,
~~with power~~ to sell the following described real property situate
in the County of Eureka, State of Nevada, more particularly described
as follows, to-wit:

TOWNSHIP 22 NORTH, RANGE 14 EAST, MERIDIAN.

Section 28: 34;

TOGETHER with all buildings and improvements thereon.

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

TO HAVE AND TO HOLD the same unto the trustee and to its
successors and assigns upon the trusts, covenants and agreements
herein expressed and as security for the payment of a certain Promissory
Note dated December 20th, 1970, for the principal sum of \$34,500.00,
bearing interest from December 30th, 1970, at the rate of six
per cent (6%) per annum, said principal sum and interest being payable
in yearly installments of \$2,966.16 per year including interest; said
Note being executed by the trustor herein to said beneficiaries
and payable at Elko, Nevada or wherever else said beneficiaries say
in writing designate. Said Note is hereby referred to and incorpor-
ated herein as though set forth in full herein.

This Deed of Trust is also given as security for the payment of any and all monies which beneficiaries and trustee, or either of them, may or shall hereafter loan or advance to the trustor, or may advance for her account, even though the said loan or advance may be secured by other mortgage or Deed of Trust, and as security for the payment of all other monies that may become due from the trustor to the said trustee, or the beneficiaries, or either of them from any cause whatsoever, including the payment of all other monies hereby agreed or provided to be paid by the trustor, or which may be paid out, or advanced by the trustee or by the beneficiaries under the provisions of this Deed of Trust.

The trustor hereby covenants and agrees:

1. The trustor promises and agrees to properly care for and keep the property herein described, including all fences, buildings or other improvements in at least as good a condition of repair and maintenance as the same now are, subject to normal wear and tear, and to care for, protect and repair any and all buildings situate thereon and to otherwise protect and repair any and all premises and not to commit nor permit any waste or deterioration thereof. The trustor shall properly maintain any cultivated lands so that the same will not be lessened in value. The trustor shall further put to the beneficial use any water rights, if any, so that the same will not be lost by abandonment or non-use. The trustor may make such alterations or improvements as she may desire on said premises so long as she does not lessen the value of said property, and the trustor shall pay when due, all claims for labor performed or material furnished thereon.

2. That the beneficiaries, or their duly authorized agents shall at all reasonable times have the right to enter upon and inspect the said premises.

3. The trustor, covenants, warrants, and represents that the title conveyed is a fee simple absolute title, free and clear of all

circumstances, that she will forever warrant and defend the title to the premises above mentioned, and to the trustee and beneficiaries and their successors and assigns, against all lawful claims and demands of all persons whatsoever.

4. The following covenants, Nos. 1, 3, 4(6%), 5, 6, 7(reasonable), 8 and 9 of Section 107.030 HRS are hereby adopted and made a part of this Deed of Trust.

5. The reconveyance of this Deed of Trust shall be at the cost and expense of the trustor or such other persons entitled to reconveyance.

6. The acceptance by said beneficiaries of any payment of the indebtedness hereby secured shall not operate as a waiver by the beneficiaries of any default by the trustor made previously to such payment in any of the covenants, or agreements to be made, kept and performed by the trustor herein provided.

7. The trustor hereby covenants and agrees 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, nor a reconveyance made hereunder, operate as a waiver of such other security now held or hereafter acquired.

8. All the provisions of this instrument shall apply to and bind the legal representatives, successors and assigns of the respective parties hereto, and it is distinctly understood and agreed that the word, "trustors and grantors" "trustee or beneficiaries" as used in this instrument, and any pronoun referring thereto, is intended to, and does, include the masculine and feminine and neuter genders, and the singular and plural numbers; that the covenants and agreements of the trustors or grantors herein shall be construed to be the joint and several covenants and agreements of all persons who sign this instrument; that if any provision of this Deed of Trust

be judicially declared invalid, such decision shall not affect the validity of the remaining provisions, and if any sale made hereunder shall be judicially declared invalid, or deemed by the beneficiaries to be invalid, such sale shall not exhaust the power of sale and the trustee at the request of the beneficiaries may proceed ~~and~~ with the sale of this property in order to enforce fully the provisions of this Deed of Trust.

9. In the event the property is sold or conveyed, which property is herein described in this Deed of Trust, during the period of this Deed of Trust, the beneficiaries agree that they will accept an additional Note and Deed of Trust which is to be in the form of a Second Deed of Trust in the amount of \$10,000.00, and said second Note and Deed of Trust shall be payable in equal annual installments for the remaining period of the 20 years left on the first Deed of Trust. In the event the unpaid balance of the first Deed of Trust to the beneficiaries herein is less than \$10,000.00, the beneficiaries shall only be obligated to carry a second Deed of Trust for said unpaid balance. The interest rate on the second Note and Deed of Trust, in any case, to be increased to current bank rate on farm loans at that time.

10. Said trustor agrees that the said trustee or its successors in interest shall not incur any liability on account of any act done or omitted to be done, in good faith, under the provisions of this Deed of Trust and that said trustee shall be fully protected in acting upon any statement, report, order, notice, request, consent or other paper or document believed to be genuine and signed by the proper parties.

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

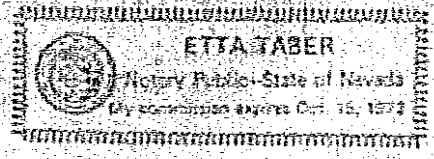
Doris Schweitzer Kitzmiller
DORIS R. SCHWEITZER KITSMILLER

STATE OF NEVADA,
COUNTY OF, Elko

On this 28th day of December, 1970, personally appeared before me, DORIS R. SCHMITZ-BIKITS MILLER, who acknowledged that she executed the above instrument.

Etta Taber

NOTARY PUBLIC



Large stylized watermark letters 'S' and 'R' are visible in the background of the document.

RECORDED AT THE REQUEST OF
Title Insurance & Trust Co.
December 30 1970
at 23 o'clock past 4 P. M.
Book 37 of OFFICIAL
RECORDS, pp. 484-488 RECORDS
OF ELKO COUNTY, NEVADA
Etta Taber
Recorder 33710 Fee \$ 7.00