

53713

DEED OF TRUST

THIS DEED OF TRUST, made this 30th day of December, 1970, by and between HARRY BLOOM, a married man, of Stadler City, California, as Trustor, and NEVADA TITLE GUARANTY COMPANY, a Nevada corporation, as Trustee, and WILLIAM O. WEINREIS and GLORIA C. WEINREIS, his wife, of Jefferson County, Missouri, as Beneficiary,

WITNESSETH:

That Trustor hereby grants, transfers and assigns to the Trustee in trust, with power of sale, all the following described real property situate in the County of Eureka, State of Nevada, more particularly described as follows, to-wit:

TOWNSHIP 29 NORTH, RANGE 48 EAST, M.D.B.&M.

Section 23: S $\frac{1}{2}$; S $\frac{1}{2}$ NE $\frac{1}{4}$

EXCEPTING, therefrom, all petroleum, oil, natural gas and products derived therefrom as reserved in Deed dated August 28, 1951 executed by SOUTHERN PACIFIC LAND COMPANY to H. J. BUCHENAU recorded September 24, 1951 in Book 24 of Deeds at page 168, Eureka County, Nevada, records.

Together with all buildings, improvements, fixtures and landscaping thereon.

Together with all and singular the tenements, easements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to the Beneficiary and the Trustor with respect to collection and application of such rents, issues and profits; and also all of the estate, right, title and interest, homestead, or other claim or demand, as well in law as in equity, which the Trustor now has or may hereafter acquire, of, in or to the said premises or any part thereof, with the appurtenances.

Subject to that certain Deed of Trust and Assignment of Rents dated July 1, 1968, effecting the S $\frac{1}{2}$ and S $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 23, Township 29 North, Range 48 East, M.D. B.&M., executed by WILLIAM O. WEINREIS and GLORIA C. WEINREIS, Trustors to NEVADA TITLE GUARANTY COMPANY, Trustee for HERBERT GUTNER, Beneficiary, to secure \$6,266.57, recorded July 11, 1968 in Book 25 of Official Records at page 37, Eureka County, Nevada; which was assigned by HERBERT GUTNER to LEO ULLMAN and ALICE ULLMAN by document recorded September 19, 1968, in

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Book 26 of Official Records at page 39, aforesaid records.

TO HAVE AND TO HOLD the same unto the said Trustee and its successors, in trust, to secure the performance of the following obligations and payment of the following debts:

ONE: ~~Payment of an indebtedness~~ evidenced by a certain Promissory Note dated as of December 31, 1970, in the principal amount of \$14,677.31, with the interest thereon, expenses, attorney fees and other payments therein provided, executed and delivered by the Trustor payable to the Beneficiary or order, and any and all extensions or renewals thereof.

TWO: Payment of such additional amounts as may be hereafter loaned by the Beneficiary to the Trustor or any successor in interest of the Trustor, with interest thereon, expenses and attorney fees, and any other indebtedness or obligation of the Trustor to the Beneficiary.

THREE: Payment of all other sums with interest thereon becoming due or payable under the provisions hereof to either Trustee or Beneficiary.

FOUR: Payment, performance and discharge of each and every obligation, covenant, promise and agreement of Trustor herein or in said note contained and of all renewals, extensions, revisions and amendments of the above-described note and any other indebtedness or obligation secured hereby.

To protect the security of this Deed of Trust, it is agreed as follows:

1. The Beneficiary has the right to record notice that this Deed of Trust is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations of the Trustor for which the Beneficiary may claim this Deed of Trust as security.

2. The Trustor shall keep the property herein described in good condition, order and repair, shall not remove or demolish

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any buildings or other improvements thereon or hereafter placed or constructed thereon; shall not commit or permit any waste or deterioration of the land, buildings and improvements; and shall not do nor permit to be done anything which shall impair, lessen, diminish or deplete the security hereby given.

3. The following covenants, Nos. 1; 2 (*Nine*); 3; 4 (7%); 5; 6; 7 (reasonable); 8; and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust. In connection with covenant No. 2, it is agreed by the parties that in the event of any loss or damage occurring to the property subject to this Deed of Trust for which there is insurance coverage, the proceeds of any such insurance recovered for such loss shall be used, at the option or election of the Trustor to either (1) restore the Beneficiary's security by repairing, restoring, rebuilding or replacing the damaged structure and improvements to substantially its market value at the time of loss, any balance of insurance proceeds to be paid on the encumbrances on the property subject hereto in the order of their priority; or (2) to be paid on the debt or debts secured by any mortgage or deed of trust on the property described herein in the order of their priority, any balance remaining after full payment of such mortgages or Deeds of Trust and the debts secured thereby to be retained by Trustor.

4. All payments secured hereby shall be paid in lawful money of the United States of America.

5. Together with and in addition to all payments of principal and interest payable under the terms hereof and the note secured hereby, the Trustor may be required to pay to the Beneficiary, a sum equal to the taxes and assessments next due on the premises covered by this Deed of Trust plus the premium that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the Beneficiary). Such sums shall be held by the Beneficiary in trust

to pay said premiums, taxes and assessments as they come due and before the same become delinquent. The Beneficiary may require the payments to be made on a prorata basis monthly, quarterly or annually, so that the funds are available to make such payments as they come due.

6. The Beneficiary and any persons authorized by the Beneficiary shall have the right to enter upon and inspect the premises at all reasonable times.

7. In case of condemnation of the property subject hereto, or any part thereof, by paramount authority, all or any condemnation award to which the Trustor shall be entitled is hereby assigned by the Trustor to the Beneficiary, who is hereby authorized to demand, sue for, collect, receive and receipt for the same and apply the net proceeds of the same, less costs and expenses of any litigation, toward the payment of the indebtedness hereby secured, whether due or not.

8. As additional security, Trustor hereby gives to and confers upon the Beneficiary the right, power and authority during the continuance of these trusts to collect the rents, issues and profits of said property or of any personal property located thereon, with or without taking possession of the property affected hereby, reserving unto the Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby, or in the performance of any agreement hereunder, to collect and retain such rents, issues and profits as they may accrue and become payable.

9. The rights and remedies herein granted shall not exclude any other rights or remedies granted by law, and all rights or remedies granted hereunder, or permitted by law, shall be concurrent and cumulative.

10. All the provisions of this instrument shall inure to and bind the heirs, legal representatives, successors and assigns

of each party hereto respectively as the context permits. All obligations of each Trustor hereunder shall be joint and several. The word "Trustor" and any reference thereto shall include the masculine, feminine and neuter genders and the singular and plural, as indicated by the context and number of parties hereto.

11. In the event of a default in the performance or payment under this Deed of Trust or the security for which this Deed of Trust has been executed, any notice given under Section 107.050 NRS shall be given by registered or certified letter to the Trustor addressed to 3020 Dana Emilia Dr. Stock, Calif. and such notice shall be binding upon the Trustor and all assignees or grantees from the Trustor.

12. It is expressly agreed that the trusts created hereby are irrevocable by the Trustor.

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

Harry Bloom
HARRY BLOOM

STATE OF Nevada)
COUNTY OF Clark) SS.

On Dec. 30, 1970, personally appeared before me, a Notary Public, HARRY BLOOM, who acknowledged that he executed the above instrument.

RECORDED AT THE REQUEST OF
Nevada Title Guaranty Co.

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Walter J. L. L. L.
NOTARY PUBLIC

