

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 6th day of April 1971, by and between THEODORE H. THOMPSON and OLIVE M. THOMPSON husband and wife of

County of Eureka State of Nevada, hereinafter called the Grantors, and Albert C. Gianelli or W. J. Hanson of the City of Ely, County of White Pine, State of Nevada, hereinafter called the Trustee, and the First National Bank of Ely, a corporation organized and existing under the national banking laws of the United States, doing and authorized to do business in Ely, County of White Pine, State of Nevada, hereinafter called the Beneficiary.

WITNESSETH THAT WHEREAS, the Grantors are indebted to the said Beneficiary in the sum of Sixty Thousand and no/100 DOLLARS lawful money of the United States, and has/have agreed to pay the same according to the tenor and terms of a certain promissory note of even date herewith and made, executed and delivered by the said Grantors to the said Beneficiary and which is in words and figures as follows, to-wit:

\$60,000.00 In annual payments of not less than Ely, Nevada April 6, 1971 plus interest, beginning April 6, 1972 after date for value received, I, we, or either of us Promise(s) to Pay to the order of THE FIRST NATIONAL BANK of Ely,

Sixty Thousand and no/100 DOLLARS In Lawful Money of the United States of America at THE FIRST NATIONAL BANK OF ELY, in Ely, Nevada, with interest thereon, in like money at the rate of 8 per cent per annum, payable quarterly from date until maturity, and thereafter at the rate of 8 per cent per annum until paid, and if not paid at maturity and this note be placed with an attorney for collection, or if suit be instituted for its collection, the undersigned agrees to pay in either case reasonable attorney's fees. The makers, sureties, grantors and endorsers hereof severally waive presentment for payment, protest, notice of protest and of non payment of this note. If the interest on this note is not paid at the time it becomes due the holder of this note at its option may declare the whole due and payable.

This note is secured by Deed of Trust to payee, dated April 6, 1971 on real property situated in the state of Nevada

Due S/ THEODORE H. THOMPSON S/ OLIVE M. THOMPSON

NOW, THEREFORE, the said Grantors, for the purpose of securing the payment of the 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 the said Grantors or which may be paid out or advanced by the Beneficiary or Trustee under the provisions of this instrument, with the interest in each case, hereby grant, bargain, sell, convey, and confirm unto the said Trustee all the estate and interest, homestead or other claim or demand, as well in law as in equity, which the said Grantors now has/have or may hereafter acquire of, in or to the following described lots, pieces and parcels of land, improvements and/or appurtenances, all of which are situate in the County of Eureka State of Nevada, and being more particularly described as follows, to-wit: All those certain lots, pieces or parcels of land situate in the county of Eureka, State of Nevada, more particularly described as follows, to-wit:

- TOWNSHIP 23 NORTH, RANGE 54 EAST, M. D. B. & M. Section 3: SW 1/4 of NE 1/4; Lot 4 of NW 1/4; S 1/2 of NW 1/4; S 1/2 Section 4: Lots 1 and 2 of NE 1/4; S 1/2 of NE 1/4; Lot 3 of NW 1/4; S 1/2 Section 9: NE 1/4 Section 10: N 1/2 of NE 1/4; SW 1/4 of NE 1/4; W 1/2 TOWNSHIP 24 NORTH, RANGE 54 EAST, M. D. B. & M. Section 4: Lot 2 of NE 1/4; Lot 3 of NW 1/4; SW 1/4 of NE 1/4; SE 1/4 of NW 1/4 Section 9: S 1/2 of NE 1/4; N 1/2 of SE 1/4 Section 10: SW 1/4 of SW 1/4 Section 22: W 1/2 of NE 1/4; S 1/2 of NW 1/4; N 1/2 of SW 1/4 Section 27: S 1/2 of SW 1/4 Section 34: E 1/2 of NW 1/4; W 1/2 of SE 1/4; E 1/2 of SW 1/4 TOWNSHIP 25 NORTH, RANGE 54 EAST, M. D. B. & M. Section 26: W 1/4 of NW 1/4 Section 27: E 1/2 of NE 1/4

TOGETHER WITH all water, water rights, water applications and water permits or privileges, connected with, belonging to, appurtenant or incident to the lands hereby conveyed, and all dams, reservoirs, ditches, canals or other works of storage for storage or carrying of water now owned or used in connection with any of the above described lands, and all applications now pending in the office of the State Engineer of the State of Nevada for any and all waters to be used upon any part or portion of said lands or used in connection therewith, including stock watering rights or privileges. TOGETHER WITH all range, ranges and range right permits now and heretofore used, claimed and enjoyed in connection with the hereinabove described land.

TOGETHER WITH ALL AND SINGULAR, the tenements, hereditaments and appurtenances thereunto belonging or therewith had and enjoyed, and 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 his successors and assigns, for the uses and purposes herein mentioned.

THIS DEED OF TRUST shall be security for the payment, in lawful money of the United States, of all moneys that may hereafter become due and payable from the Grantor to the Beneficiary, for any cause whatsoever, and shall also be security for any and all renewals of the debt of the Grantor to the Beneficiary, howsoever evidenced.

The following covenants, Nos. 1; 2 \$32,500.00; 3; 4 8% per annum; 5; 6; 7; 20% 8 and 9 of Nevada Revised Statutes 107.030 are hereby adopted and made a part of this Deed of Trust.

Said Grantor, in consideration of the premises, hereby covenant and agree 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 thereunder, operate as a waiver of any such other security now held or hereafter acquired.

BENEFITS of the covenants herein contained shall accrue to, and the obligation thereof shall bind, the heirs, representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said Grantor a man/have hereunto signed their name a the day and year first above written.

Theodore M. Thompson
Theodore M. Thompson

Olive M. Thompson
Olive M. Thompson

STATE OF NEVADA }
County of White Pine } SS.

On this 6th day of April, 1971, personally appeared before me, a Notary Public in and for the State of Nevada, County of White Pine,

Theodore M. Thompson and Olive M. Thompson

known to me to be the person a described in and who executed the foregoing instrument; who duly acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my Notarial Seal the day and year first above written in this certificate.

Albert C. Gianoli

My Commission Expires _____
Notary Public
ALBERT C. GIANOLI
Notary Public - State of Nevada
White Pine County
My Commission Expires Aug. 6, 1971

RECORDED AT THE REQUEST OF First National Bank of Ely
on April 8, 1971, at 50 teletrans 10 A. M.
Book 39 of OFFICIAL RECORDS, page 174-175 RECORDS OF
WHITE COUNTY, NEVADA
Fees No. 34397 Fees \$ 4.00

BOOK 39 PAGE 175