

54855

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made and entered into this 9th day of August, 1971 by and between

WILLIAM E. GERGEN and EFFIE M. GERGEN, husband and wife,

whose address is 370 Parker Avenue, Ely, Nevada 89301
(Number and Street)

herein called TRUSTOR;
(City)
(State)

FIRST AMERICAN TITLE COMPANY OF NEVADA

herein called TRUSTEE; and

JACK L. BAY and GENEVA R. BAY, husband and wife,

herein called BENEFICIARY.

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the Town of Eureka
County of Eureka

State of

NEVADA described as:

That part of Block 70 which is more particularly described as follows, to-wit:
Beginning at the Southwest corner of Block 70; thence N. $81^{\circ}27'W$, a distance
of 81.36 feet to the Southeast corner of Block 70, thence N. $80^{\circ}33'W$, along
the East side line of Block 70, a distance of 75 feet to a point, thence
S. $81^{\circ}27'W$, a distance of 13 feet to a point, thence N. $80^{\circ}33'W$, a distance of
15 feet to a point, thence S. $81^{\circ}27'W$, parallel with the south end line of
Block 70 to a point on the West side line of Block 70, thence S. $2^{\circ}30'W$, a
distance of 90 feet along the West side line of Block 70 to the Southwest
Corner of Block 70, the Place of Beginning.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of the sum of \$ 4,500.00 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; and (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; (3) payment of additional sums and interest thereon which may hereafter be levied by Trustor, or to his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and covenants and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious Deed of Trust recorded in the office of each County Recorder in the State of Nevada on January 30, 1968, in the block and at the page thereof, or under the document or file number, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	DOC. NO.	COUNTY	BOOK	PAGE	DOC. NO.
Churchill	39 Mortg. Rec.	363	115284	Lincoln			
Clark	850 Off. Rec.		682747	Lyon	37 Off. Rec.	341	40882
Douglas	57 Off. Rec.	115	40050	Mineral	11 Off. Rec.	129	100661
Elko	82 Off. Rec.	692	35747	Nye	105 Off. Rec.	107	80073
Esmeralda	3-X Deeds	195	35922	Ormsby	72 Off. Rec.	637	04323
Eureka	22 Off. Rec.	130	45941	Pershing	11 Off. Rec.	242	32397
Humboldt	28 Off. Rec.	124	131075	Storey	"S" Mortgagts	203	66107
Lander	26 Off. Rec.	163	50782	Washoe	500 Off. Rec.	512	31539

I shall have to and bind the parties hereto, with respect to the property above described, Said agreements, terms and provisions contained in said subdivision A and B, identical in all counties, and printed on the reverse side hereof, are by the within reference thereto, Incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

STATE OF NEVADA:

COUNTY OF Ely On August 18, 1971 before me,
a Notary Public, personally appeared WILLIAM E. GERGEN
and EFFIE M. GERGEN, husband and wife,

known to me to be the person whose name is and
subscribed to the within instrument and acknowledged that they
executed the same.

William E. Gergen
NOTARY PUBLIC
MARGARET BAY

NOTARY PUBLIC STATE OF NEVADA
CLARK COUNTY
My Commission Expires Oct. 3, 1971

SIGNATURE OF TRUSTOR

William E. GergenEffie M. Gergen

RECORDED AT THE REQUEST OF First American Title Co. of Nev.
Aug. 23, 1971, at 16 min past 8 A.M.
Recd. 40 of OFFICIAL RECORDS, page 150, RECORDS C
EUREKA COUNTY, NEVADA William A. McTee Recorder
File No. 54855-7 Fee \$ 3.00

BOOK 40 PAGE 150