

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 1st day of September, 1971, by and between DOSS R. NELSON and J. ELLEN NELSON, husband and wife, of 2505 Upland Drive, Concord, California, 94520, hereinafter called "Grantor"; and FIRST NATIONAL BANK, Eureka, Nevada, hereinafter called the "Trustee", and J. W. KILLINGER, P. O. Box 6, Eureka, Nevada, hereinafter called the "Beneficiary";

WITNESSETH:

The Grantor hereby grants, bargains, sells and conveys to the Trustee for the purpose of securing performance of the agreements herein, the following described real property, together with the buildings, structures and improvements thereon and everything appurtenant thereto, together with all rents, issues and profits of said premises, situate in the County of Eureka, State of Nevada, to-wit:

Lots Five (5), Six (6), Seven (7), Eight (8) and Nine (9) in Block One (1) of Eureka Town District, County of Eureka, State of Nevada

In trust nevertheless, to secure to the above named Beneficiary, the payment of Four Thousand Dollars (\$4,000.00), together with interest thereon at Six Percent (6%) per annum; said interest and principal to be paid according to the terms, conditions and tenor of a Promissory Note made by the Grantor to the Beneficiary for said sum; said Note being of even date herewith; and also to secure the payment of all other moneys herein agreed or provided to be paid by the said Grantor, or which may be paid out or advanced by the Beneficiary or Trustee, whether such payments or advancements are made under the provisions of this instrument or otherwise, with the interest in each case; and also the payment of all advancements or renewals of the aforesaid Note, or any indebtedness secured by this Deed of Trust.

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 its successors and assigns for the uses and purposes therein mentioned.

THIS DEED OF TRUST shall be security for all indebtedness not otherwise herein provided for that may hereafter during the continuance of this Deed of Trust be due, owing and existing from the said Grantor to the said Beneficiary.

The following covenants, Nos. 1; 2 (Insurance), § 3; 4 (Interest) 6% per annum; 5; 6; 7 (Attorney's Fee) 10%; 8 and 9 of NRS 107.030, are hereby adopted and made a part of this Deed of Trust.

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

Said Grantor further covenants and agrees that he will, during the life of this Deed of Trust, keep the buildings, structures and improvements situate and being upon the above described real property in as good a state of repair as the same now are, and that in the event that the said Grantor makes

1 any alterations or improvements in or upon ~~the~~ the structures and buildings
2 situate on the above described premises, that the said Beneficiary shall be
3 protected from any mechanics' liens of any kind whatsoever either for work
4 and labor done or performed or materials furnished, and to that end the said
5 Grantor agrees to file a Notice of Non-Responsibility in accordance with the
6 requirements of the Statutes of the State of Nevada. It is further understood
7 and agreed that the breach of either, any or all of the conditions herein set
8 forth shall be sufficient ground for the Beneficiary to proceed to foreclose the
9 said Deed of Trust in accordance with the provisions of the Statutes of the State
10 of Nevada, as in such cases made and provided.

11 The undersigned Grantor requests that a copy of any Notice of De-
12 fault and of any Notice of Sale hereunder be mailed to him at his address here-
13 inbefore set forth.

14 The word "Grantor", and the language of this instrument, shall,
15 where thereis more than one Grantor, be constured as plural, and be binding
16 on all Grantors, and upon his or their heirs, successors, executors, adminis-
17 trators and assigns.

18 IN WITNESS WHEREOF, the said Grantor has hereunto caused the
19 foregoing to be executed the day and year first above written.

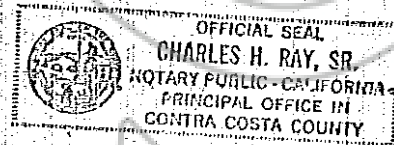
20 Doss R. Nelson
21 DOSS R. NELSON

22 J. Helen Nelson
23 J. HELEN NELSON

24 State of CALIFORNIA }
25 County of CONTRA COSTA } ss.

26 On August 31, 1971, personally appeared
27 before me DOSS R. NELSON and J. HELEN NELSON, husband and wife, who
28 acknowledged that they executed the above instrument.

29 Charles H. Ray, Sr.
30 Notary Public



32 My Commission Expires March 4, 1973

RECORDED AT THE REQUEST OF J. W. Killinger
33 on Sept. 22 1971, at 21 min. past 1 P. M. in
34 Book 40 of OFFICIAL RECORDS, page 422-423 RECORDS OF
35 CONTRA COSTA COUNTY, NEVADA Helen Nelson Record.
36 5.00 4.00