

55272

DEED OF TRUST

THIS DEED OF TRUST, made this 1st day of May, 1971, by and between REX M. COLLINGWOOD and GERALDINE COLLINGWOOD, his wife, both of the City of Los Altos, County of ~~San Mateo~~ ^{Santa Clara}, State of California, as Trustors, TITLE INSURANCE & TRUST COMPANY, a corporation organized and existing under the laws of the State of Nevada, as Trustee, and MARIE CECILIA COLLINGWOOD, a widow, of the City of Reno, County of Washoe, State of Nevada, as Beneficiary,

W I T N E S S E T H:

That said Trustors do hereby grant, convey, and confirm unto the said Trustee, in trust with power of sale, the following described real property situate in Diamond Valley, County of Eureka, State of Nevada, more particularly described as follows:

Lots 9, 10, 11 and 12, of Section 32, Range 53 East, Township 20 North, Mount Diablo Base Meridian, State of Nevada.

TOGETHER with all rights to the use of water, ditches and other accessories for irrigation and drainage of said premises including water rights now appurtenant under Application for Permit to appropriate the Public Waters of the State of Nevada, bearing Serial Number 19411 now on file and of record in the office of the State Engineers, Carson City, Nevada, the same of which is hereby made reference to for greater certainty and particular.

SUBJECT to any easements or reservations imposed by the United States of America Land Patent to DEVERE CLARENCE COLLINGWOOD, recorded in the Office of the County Recorder Eureka County, Nevada, in Liber 17 of Official Records at Page 514.

TOGETHER with the tenements, hereditaments, and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and TOGETHER with all the estate, right, title, and interest, homestead, or other claim or demands, as well in law as in equity, which the Trustors now

1 have or hereafter may acquire of, in, and to the said premises,
2 or any part thereof.

3 TO HAVE AND TO HOLD the same unto the said Trustee
4 and its successors, upon the trust hereinafter expressed,
5 namely:

6 As security for the payment of (a) EIGHTEEN THOUSAND
7 TWO HUNDRED SEVENTY NINE and 41/100 DOLLARS (\$18,279.41), in
8 lawful money of the United States of America, with interest
9 thereon in like lawful money of the United States of America,
10 and with expenses and counsel fees according to the terms of
11 the promissory note for said sum this day executed and delivered
12 by the Trustors to the Beneficiary, a copy of which is attached
13 hereto, marked "Exhibit A", and by this reference made a part
14 hereof; (b) ~~any other indebtedness or obligation of the Trustors~~
15 ~~and any present or future demands of any kind or nature which~~
16 ~~the Beneficiary may have against the Trustors, whether created~~
17 ~~directly or acquired by assignment, whether absolute or contingent~~
18 ~~whether existing at the time of the execution of this instrument~~
19 ~~or arising thereafter; also as security for the payment and~~
20 ~~performance of every obligation, covenant, promise, or agreement~~
21 ~~herein or in said note contained.~~

22 AND THIS INDENTURE FURTHER WITNESSETH:

23 FIRST: The following covenants, Nos. 1, 2 (Full
24 Insurable Value), 3, 4 (6%), 5, 6, 7 (10%), 8 and 9 of N.R.S.
25 107.030 are hereby adopted and made a part of this deed of
26 trust.

27 SECOND: It is hereby covenanted and agreed that in
28 case default be made in payment of any sum of principal or
29 interest herein provided, said Trustee, or its successors, in
30 addition to the other remedies herein provided, shall be

1 entitled at any time at its option, either by itself or by a
2 receiver to be appointed by the District Court for such purpose,
3 to enter upon and take possession of the above granted premises,
4 or any part thereof, and to do and perform all such acts as may
5 be necessary or proper to conserve the value thereof, and to
6 collect and receive the rents, issues, and profits thereof,
7 and apply the same in the manner specified in the said
8 covenants adopted by reference in respect of the proceeds of
9 a sale of said property, and to exercise such other powers
10 in respect to said premises as the court in which said suit
11 is pending may direct, and the expenses thereby incurred
12 shall be secured by these trusts, together with interest
13 thereon at the rate of six per cent (6%) per annum, and said
14 expenses and interest shall be repayable on demand.

15 The Trustors expressly covenant and agree to pay
16 all reconveyance fees charged by the aforesaid Trustee at
17 the time of the payment of the indebtedness secured hereby.

18 THIRD: IT IS HEREBY COVENANTED AND AGREED that the
19 Trustor shall have the right to remain in possession of the
20 premises hereby conveyed so long as they shall not be in
21 default hereunder, or in default with respect to any of the
22 terms or provisions of said promissory note or any note
23 secured by this Deed of Trust; provided, that while in such
24 possession, they shall not commit or suffer to be committed any
25 waste or damage of said premises herein described, or maintain
26 or permit any nuisance thereon, nor use or permit the same to
27 be used in violation of any law, ordinance, or regulation of
28 the United States, the State of Nevada, or Eureka County.

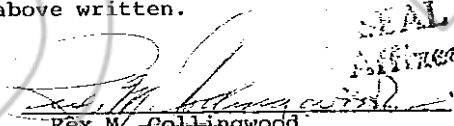
29 FOURTH: This deed of trust is subject to that certain
30 deed of trust made and executed by DeVERE CLARENCE COLLINGWOOD
and MARIE CECELIA COLLINGWOOD, his wife, as Trustors, to OLIVER
J. DUVAL, State Director of the Farmers Home Administration for

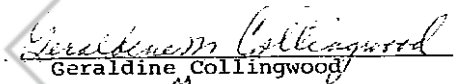
HALLEY AND HALLEY
ATTORNEYS AT LAW
FIRST NATIONAL BANK BLDG.
ONE EAST FIRST ST.
RENO, NEVADA

1 the State of Nevada, and his successors in office as State
2 Director or Acting State Director, as Trustee, as security
3 for a loan made by said DeVere Clarence Collingwood and
4 Marie Cecelia Collingwood. and the Trustors covenant and
5 agree to pay the promissory note secured by the said Deed of
6 Trust in accordance with the terms and tenor thereof, and in
7 the event of a sale under said deed of trust by reason of
8 default thereunder, then, in such event, it is agreed that
9 the beneficiary herein may become a purchaser thereat.

10 FIFTH: All of the provisions of this Deed of Trust
11 shall inure to and bind the heirs, devisees, and legal
12 representatives of the Trustors and Beneficiary.

13 IN WITNESS WHEREOF, the Trustors have executed these
14 presents the day and year first above written.

15
16 
17 REX M. Collingwood

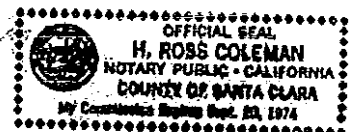
18 
19 Geraldine Collingwood

20 STATE of CALIFORNIA)
21 COUNTY OF ~~SAN MATEO~~)
22 SANTA CLARA) ss.

23 On this 6 day of July, 1971, personally appeared
24 before me, the undersigned, a Notary Public, in and for the
25 County of San Mateo, State of California, REX M. COLLINGWOOD
26 and GERALDINE COLLINGWOOD, his wife, known to me to be the
27 persons described in and who executed the foregoing instrument,
28 who acknowledged to me that they executed the same freely and
29 voluntarily, and for the uses and purposes therein mentioned.

30 IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal at my office in the aforesaid County
and State the day and year in this Certificate first above
written.


Notary Public



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Exhibit A

NOTE SECURED BY DEED OF TRUST
(INSTALLMENT — INTEREST EXTRA)

\$ 18,279.41 Los Altos, California, May 1, 1971

In installments as herein stated, for value received, I promise to pay to Marie Cecelia Collingwood (a widow), or order, at Reno, Nevada, or at such other place holder of this note may designate the sum of Eighteen Thousand Two Hundred Seventy Nine & 41/100 DOLLARS, with interest from May 1, 1971 on unpaid principal at the rate of Six (6%) per cent per annum, payable annually, pro-rated commencing November 1, 1972; principal payable in installments of One Thousand (\$1,000.00) Dollars or more on the 1st day of each November (annually) ~~month~~ beginning on the First day of November 1973
(Full amount of principal and interest must be paid on or before November 1, 1981)

After Nov. 1 1975

and continuing until said principal and interest have been paid. Should default be made in payment of any installment of principal or interest when due the whole sum of principal and interest shall become immediately due at the option of the holder of this note. Principal and interest payable in lawful money of the United States. If action be instituted on this note I promise to pay such sum as the Court may fix as attorney's fees. This note is secured by a DEED OF TRUST to TITLE INSURANCE AND TRUST COMPANY, a California corporation, as Trustee.

[Signature]
Marie Cecelia Collingwood

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

DO NOT DESTROY THIS NOTE

RECORDED AT THE REQUEST OF
Halley and Halley
on December 3, 19 71
at 06 mins. past 11 A. M.
in Book 41 of OFFICIAL
RECORDS, page 68-72 RECORDS
OF SUBURBAN COUNTY, NEVADA
Willie A. McNeil
Recorder
File No. 55272 Fee \$ 7.00