

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 1st day of November, 1970, by and between HERBERT R. HAWKINS and VILATE HAWKINS, his wife, of the City of Elko, County of Elko, State of Nevada, hereinafter called Trustors; and TITLE INSURANCE AND TRUST COMPANY, a Nevada corporation, Trustee; and PETE ELIA and LEONIE ELIA, his wife, of the City of Elko, County of Elko, State of Nevada, hereinafter called Beneficiaries;

W I T N E S S E T H:

THAT WHEREAS, the Trustors are indebted to the said Beneficiaries in the sum of SIXTEEN THOUSAND DOLLARS, (\$16,000.00), lawful money of the United States of America, and have agreed to pay the same according to the terms and tenor of a certain Promissory Note of even date herewith, and made, executed and delivered by said Trustors to the said Beneficiaries, which Note is in the principal sum of \$16,000.00, lawful money of the United States of America, together with interest thereon at the rate of six per cent (6%) per annum.

NOW, THEREFORE, the said Trustors, for the purpose of securing the payment of said Promissory Note, and also the payment of all monies herein agreed or provided to be paid by the said Trustors, or which may be paid out, or advanced by said Beneficiaries or Trustee under the provision of this instrument, with interest, and further in consideration of the sum of ONE DOLLAR, (\$1.00), lawful money of the United States of America, in hand paid by the said Trustee, the

receipt whereof is hereby acknowledged, have granted, bargained

CHARLES B. EVANS, JR.  
ATTORNEY AT LAW  
SUITE SIX, PROFESSIONAL CENTER  
575 COURT STREET  
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ELKO, NEVADA 89801

and sold, and by these presents do hereby grant, bargain and sell unto the said Trustee, its successors and assigns, all that certain real property situate in the Town of Eureka, County of Eureka, State of Nevada, more particularly described as follows:

Lots 1 and 2, of Block 14; and Lots 1 and 2, of Block 23, all in the Town of Eureka, Eureka County, Nevada, as shown on the Official Map thereof on file in the Office of the Recorder of Eureka County, Nevada.

TOGETHER with any and all buildings and improvements situate thereon.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD said premises, together with the appurtenances unto the said Trustee, and to its successors and assigns for the uses and purposes herein mentioned.

Being in trust, nevertheless, for the benefit and security of the Beneficiaries herein named, and the holders of said Promissory Note secured hereby, as well as security for the repayment of all sums of money which may hereafter become due and payable from the said Trustors to the said Beneficiaries, as well as security for the renewal or renewals of said Note, or the debt evidenced thereby.

The following covenants: One; Two, (\$16,000.00); Three; Four, (6%); Five; Six; Seven, (a reasonable amount); Eight and Nine of the Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust.

The Trustors promise to properly care for and keep the property herein described in the same condition as the same



now exists, subject to normal wear and tear, to care for, protect and repair all buildings and improvements situate on or to be constructed thereon, not to remove or demolish any buildings or other improvements situate thereon, and to otherwise protect and preserve the said premises and improvements thereon, and not to commit or permit any waste or deterioration of said buildings and improvements, or fo said premises, and to pay, when due, all claims for labor performed and for materials furnished thereon. ✓

This Deed of Trust shall be security for such additional amounts as may be hereafter loaned by the Beneficiaries, or their successors, to the Trustors, or any of them, or any successors in interest of the Trustors, with interest thereon, and any other indebtedness of the Trustors, or any of them, and any present or future demands of any kind or nature which the Beneficiaries or their successors may have against the Trustors, or any of them, whether created directly or acquired by assignment; whether absolute or contingent; whether due or not, or whether otherwise secured or not, or whether existing at the time of the execution of this instrument, or arising thereafter; also as security for the payment and performance of every obligation, covenant, promise or agreement herein or in said Note or Notes contained.

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

Said Trustors, in consideration of the premises do hereby covenant and agree that neither the acceptance nor existence,

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