

55979

1 THIS DEED OF TRUST, made this 8 day of May, A.D.,
2 1972, between FRED SPRACKLIN and MILDRED L. SPRACKLIN, husband and
3 wife, of the county of Churchill, state of Nevada, hereinafter
4 called the trustors, and TITLE SERVICE & ESCROW CO., a corporation,
5 hereinafter called the trustee, and JOHN BORGNA, an unmarried man,
6 of the county of Eureka, state of Nevada, hereinafter called the
7 beneficiary,

8 WITNESSETH:

9 WHEREAS, the trustors are indebted to the beneficiary in
10 the sum of TWENTY-FIVE HUNDRED DOLLARS (\$2,500.00) and have agreed
11 to pay the same with interest thereon at the rate of SIX and
12 ONE-HALF PER CENT (6 1/2%) per annum, according to the terms of a
13 certain promissory note of even date herewith, executed and de-
14 livered by the trustors to the beneficiary; and

15 WHEREAS, this deed of trust is intended to secure the
16 payment of said promissory note, which promissory note represents
17 money actually used for the acquisition of the property described
18 herein;

19 NOW, THEREFORE, the trustors, for the purpose of secur-
20 ing the payment of the principal and interest of said promissory
21 note, and the other amounts set forth therein, and also of all
22 other moneys herein agreed or provided to be paid by the trustors,
23 or either of them, or which may be paid out or advanced by the
24 beneficiary, or the trustee, under the provisions of this instru-
25 ment, with the interest in each case, grant unto the trustee all
26 that certain lot, piece or parcel of land, situate in the Town of
27 Eureka, State of Nevada, more particularly described as follows,
28 to wit:

29 All of LOT ONE (1) in BLOCK FIFTY-SIX (56) of the
30 Town of Eureka, Nevada, together with the frame house
shed, furniture and equipment located therein.

LAW OFFICES
DIEHL, RECANZONE,
EVANS AND SMART
88 S. MAIN
FALLON, NEVADA

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1 TOGETHER with, all and singular, the tenements, heredita-
2 ments and appurtenances thereunto belonging, or in anywise apper-
3 taining, and the reversions and reversions, remainder and remainders,
4 rents, issues and profits thereof.

5 This deed of trust will be security for the payment, in
6 lawful money of the United States, of any and all moneys that may
7 hereafter become due and payable from the trustors, or either of
8 them, to the beneficiary, from any cause whatsoever, and shall
9 also be security for any and all renewals of the debt of the
10 trustors to the beneficiary, however evidenced.

11 The following covenants: Numbers 1, 2 \$2,500.00,
12 3, 4 7%, 5, 6, 7 REASONABLE, 8 and 9 of Nevada Revised Statutes,
13 Section 1 07.030, relating to transfers in trust of estates in
14 real property to secure the performance of an obligation or the
15 payments of a debt, and to provide that certain covenants, agree-
16 ments, obligations, rights and remedies thereunder may be adopted
17 by reference, and other matters relating thereto, are hereby
18 adopted and made a part of this deed of trust.

19 It is specifically understood and agreed that, until
20 such time as the note secured by this deed of trust has been paid
21 in full, the trustors shall not remove any building or improvement
22 now on the premises, or which may hereafter be erected on said
23 premises.

24 IN WITNESS WHEREOF, the trustors have hereunto set their
25 hands, the day and year first above written.

26 Fred Spracklin
27 FRED SPRACKLIN

28 Mildred L. Spracklin
29 MILDRED L. SPRACKLIN

30
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EVANS AND SMART
88 S. MAINS
FALLON, NEVADA

1 STATE OF NEVADA,)
2 County of Churchill.) ss.

3 On this 8 day of May, A.D., 1972, personally appeared
4 before me, a notary public in and for the county and state afore-
5 said, FRED SPRACKLIN and MILDRED L. SPRACKLIN, known to me to be
6 the persons described in and who executed the foregoing instrument,
7 who acknowledged to me that they executed the same freely and
8 voluntarily and for the uses and purposes therein mentioned.

9 IN WITNESS WHEREOF, I have hereunto set my hand and af-
10 fixed my official seal, the day and year in this certificate above
11 written.

12  RONALD E. MILLER
13 Notary Public — State of Nevada
Washoe County
14 My Commission Expires June 5, 1974

Ronald E. Miller
NOTARY PUBLIC

15 WHEN RECORDED MAIL TO:
16 P.O. BOX
17 452 FALLON
18 NEVADA.

21 RECORDED AT THE REQUEST OF Fred Spracklin
22 on May 12, 1972, at 56 mins. past 4 P. M. to
23 Book 42 of OFFICIAL RECORDS, page 295-297, RECORDS OF
24 EUREKA COUNTY, NEVADA. *Miller A. McC Park* Recorder
25 File No. 55979 Fee \$ 5.00

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DIENL, RECANZONE,
EVANS AND SMART
65 S. MAIN
FALLON, NEVADA