

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 1st day of July, 1972, by and between HAROLD LaROSE and BEVERLY LaROSE, his wife, of the Town of Eureka, County of Eureka, State of Nevada, hereinafter called Trustors; and FIRST AMERICAN TITLE COMPANY OF NEVADA, a Nevada corporation, Trustee; and ALBERT J. SORHOLUS, a married man, dealing with his sole and separate property, of the Town of Eureka, County of Eureka, State of Nevada, hereinafter called Beneficiary;

W I T N E S S E T H:

THAT WHEREAS, the Trustors are indebted to the Beneficiary in the sum of EIGHT THOUSAND DOLLARS, (\$8,000.00), 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 said Beneficiary, which Note is in the principal sum of \$8,000.00, lawful money of the United States of America, without interest.

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 Beneficiary or Trustee under the provisions 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 and sold, and by these presents does hereby grant, bargain and sell unto the Trustee, its successors and assigns, all that certain real property situate in the Town of Eureka, County of Eureka, State of

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Nevada, more particularly described as follows:

Lot 11 in Block 22, of TOWN OF EUREKA, as shown on the map filed in the office of the County 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 Beneficiary herein named, and the holder 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 Beneficiary, as well as security for the renewal or renewals of said Note, or the debt evidenced thereby.

The following covenants: One; Two, (\$8,000.00); Three; Four, (0%); 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 of said premises, and to pay, when due, all claims for labor performed and for materials furnished thereon.

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This Deed of Trust shall be security for such additional amounts as may be hereafter loaned by the Beneficiary, or his successors, to the Trustors, or any successors in interest of the Trustors, with interest thereon, any other indebtedness of the Trustors, and any present or future demands of any kind or nature which the Beneficiary or his successors may have against the Trustors, 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 the existence, now or hereafter of other security for the indebtedness secured hereby, nor the release hereof, shall operate as a waiver of the security of this Deed of Trust, nor shall this Deed of Trust, nor its satisfaction or a reconveyance made thereunder, operate as a waiver of any other security now held or hereafter acquired.

All covenants and agreements contained herein, or by reference made a part hereof, shall be binding upon the heirs, executors, administrators and assigns of the Trustors, and this indenture shall not be modified in any respect by the amendment or repeal of any law which has been by reference made a part hereof.

IT IS EXPRESSLY AGREED that the trusts created hereby are

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irrevocable by the Trustees.

IN WITNESS WHEREOF, the Trustees have executed these presents the day and year first hereinabove written.

Harold LaRose
HAROLD LaROSE

Beverly LaRose
BEVERLY LaROSE

STATE OF NEVADA,)
) SS
COUNTY OF EUREKA.)

On July 5, 1972, personally appeared before me, a Notary Public, HAROLD LaROSE and BEVERLY LaROSE who acknowledged to me that they executed the foregoing instrument.



Jan Shange
NOTARY PUBLIC COUNTY CLERK
EX OFFICIO CLERK OF THE THIRD JUDICIAL DISTRICT

RECORDED AT THE REQUEST OF Albert J. Sorholus
in LIB. 22, 19 72, of 11 min. part 2 P. M. by
Book 42 of OFFICIAL RECORDS, page 573-576 RECORDS OF
EUREKA COUNTY, NEVADA. Julia A. Mitchell Recorder.
File No. 56224 Fee 6.00

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