

56875

DEED OF TRUST

THIS DEED OF TRUST, made this 5<sup>th</sup> day of October, 1972, by and between DONALD P. WIRZ and MARTHA G. WIRZ, his wife, of Hollister, California, as Trustors, and FIRST AMERICAN TITLE COMPANY OF NEVADA, of Elko, Nevada, as Trustee, and FRED F. FOOTE and NINA FOOTE, his wife, as Joint Tenants with Right of Survivorship, as Beneficiaries;

W I T N E S S E T H:

That the said Trustors hereby grant, bargain, and sell, convey and confirm unto the said Trustee and its successors and assigns, with power to sell, the following described real property, situate in the County of Eureka, State of Nevada, more particularly described as follows:

Township 21 North, Range 53 East, M.D.B.&M.

Section 24: SW $\frac{1}{4}$ ; NE $\frac{1}{4}$

TOGETHER with any and all improvements thereon.

EXCEPTING therefrom all oil, gas, potash and sodium as reserved in Patent executed by the United States of America, recorded January 25, 1965, in Book 6 of Official Records at page 429, Eureka County, Nevada.

SUBJECT to all easements and rights-of-way of record.

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

TO HAVE AND TO HOLD said premises unto the Trustee and to its successors and assigns, upon the trusts, covenants, and agreements

herein expressed and as security for the payment of a certain Promissory Note, dated October 5th, 1972, for the principal sum of \$19,500.00, bearing interest from October 5, 1972, at the rate of SIX PERCENT (6%) per annum, said principal sum and interest being payable in yearly installments of \$1,950.00, per year, plus interest; said Note being executed by the Trustors herein to the said Beneficiaries and payable at Payson Star Rt. Box 251, Globe, Arizona 85501, or wherever else they may in writing designate. Said Note is hereby referred to and incorporated herein, as though set forth in full herein.

This Deed of Trust is also given as security for the payment of any and all monies which the Beneficiaries and Trustee, or any of them, may or shall hereafter loan or advance to the Trustors, or advance for their account, even though the said loan or advance may be secured by other Mortgage or Deed of Trust, and as security for the payment of all other monies that may become due from the Trustors, from any cause whatsoever, including the payment of all other monies hereby agreed or provided to be paid by the Trustors, or which may be paid out, or advanced by the Trustee or by the Beneficiaries, under the provisions of this Deed of Trust.

The Trustors hereby covenant and agree:

1. The Trustors promise and agree to properly care for and keep the property herein described in at least as good a condition of repair and maintenance as the same now is, subject to normal wear and tear, and to care for, protect, and repair any and all buildings situate thereon and to otherwise protect and preserve said premises and not to commit nor permit any waste or deterioration thereof, and to pay when due all claims for labor performed or material furnished thereon.



2. That the Beneficiaries, or their duly authorized agents, shall at all reasonable times have the right to enter upon and inspect the said premises.

3. The Trustors covenant, warrant, and represent that the title conveyed is a fee simple, absolute title, free and clear of all encumbrances; that they will forever warrant and defend the title to the said premises to the Trustee and Beneficiaries, and their successors and assigns, against all lawful claims and demands of all persons whomsoever.

4. The following covenants, No. 1, 2 (\$ ), 3, 4 (6%), 5, 6, 7 (Reasonable), 8, 9 of Section 107.030 NRS are hereby adopted and made a part of this Deed of Trust.

5. The reconveyance of this Deed of Trust shall be at the cost and expense of the Trustors or such other persons entitled to reconveyance.

6. The acceptance by the Beneficiaries of any payment of the indebtedness hereby secured shall not operate as a waiver by the Beneficiaries of any default by the Trustors made previously to such payment in any of the covenants or agreements to be made, kept, and performed by the Trustors herein as provided.

7. All the provisions of this instrument shall apply to and bind the legal representatives, successors, and assigns of the respective parties hereto and it is distinctly understood and agreed that the words Trustors, or Grantors, Trustee or Beneficiaries, as used in



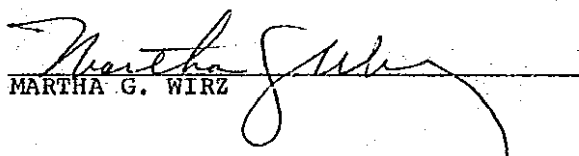
this instrument, and any pronoun referring thereto, is intended to and does include the masculine, the feminine and the neuter genders, and the singular and plural numbers; that the covenants and agreements of the Trustors or Grantors herein shall be construed to be the joint and several covenants and agreements of all persons who sign this instrument. If any provision of this Deed of Trust be judicially declared invalid, such decision shall not affect the validity of the remaining provisions, and if any sale made hereunder shall be judicially declared invalid or deemed by the Beneficiaries to be invalid, such sale shall not exhaust the power of sale; and the Trustee, at the request of the Beneficiaries, may proceed anew with the sale of this Property, in order to enforce fully the provisions of this Deed of Trust.

8. The Trustors, so long as there is any balance owed by the Trustors to the Beneficiaries, may not convey, sell, assign, transfer, or dispose of the interest they have in the property described herein, or any part thereof, subject to this Deed of Trust.

9. Said Trustors agree that the said Trustee or its successors in interest, shall not incur any liability on account of any act done or omitted to be done, in good faith, under the provisions of this Deed of Trust and that said Trustee shall be fully protected in acting upon any statement, report, order, notice, request, consent, or other paper or document believed to be genuine and signed by the proper parties.

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

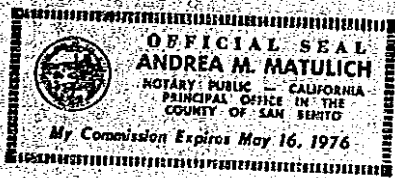
  
DONALD P. WIRZ

  
MARTHA G. WIRZ



STATE OF California )  
COUNTY OF San Benito ) SS.

On this 5th day of October, 1972, personally appeared before me DONALD P. WIRZ and MARTHA G. WIRZ, who acknowledged that they executed the above instrument.



Andrea M. Matulich  
NOTARY PUBLIC

RECORDED AT THE REQUEST OF: First American Title Co. of Nevada  
on Nov. 30, 1972, of 18 mins, part 10 A. M. in  
Book 42 of OFFICIAL RECORDS, page 160-164 RECORDS OF  
EUREKA COUNTY, NEVADA. Willie C. McLean Recorder  
File No. 56875 Fee \$ 7.00