

57286

DEED OF TRUST

THIS DEED OF TRUST, made and entered into as of the 18 day of April, 1973, by and between CHARLES RICHARDS and FLOY F. RICHARDS, his wife, of the County of Eureka, State of Nevada, First Parties, hereinafter called the Grantors; TITLE INSURANCE AND TRUST COMPANY, a corporation, Second Party, hereinafter called the Trustee, and WILLIAM M. BARR and RENEE ALLRED BARR, his wife, of the County of Salt Lake, State of Utah, Third Parties, as joint tenants with right of survivorship, being hereinafter called the Beneficiaries; it being understood that the words used herein in any gender includes all other genders, the singular number includes the plural, and the plural the singular,

W I T N E S S E T H:

THAT WHEREAS, the said Grantors are indebted to the said Beneficiaries, WILLIAM M. BARR and RENEE ALLRED BARR, his wife, in the sum of TEN THOUSAND DOLLARS (\$10,000.00), lawful money of the United States, 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 Grantors to said Beneficiaries, which note is in the words and figures as follows, to-wit:

\$10,000.00

Elko, Nevada, April 18, 1973

FOR VALUE RECEIVED, we jointly and severally promise to pay to the order of WILLIAM M. BARR and RENEE ALLRED BARR, his wife, as joint tenants with right of survivorship, and not as tenants in common, at Salt Lake City, Utah, or wherever payment may be demanded by the holder of this note, the sum of TEN THOUSAND DOLLARS (\$10,000.00), together with interest to accrue on the declining balance at the rate of seven and one-half per cent (7½%) per annum, from the date hereof, in the manner following, to-wit:

\$3,000.00, on or before sixty days from the date of this note;

\$7,000.00, being the balance due shall be paid in full on or before three years from the date hereof.

Interest, as aforesaid, shall be paid at the time of the above-mentioned payments on the principal and in addition thereto.

The Makers may, at their option, make additional payments at any time, or the entire unpaid principal, together with accrued interest may be paid in full. If additional payments are made, they shall be so identified in writing and shall be applied first to accrued interest to date of payment, and the remainder upon the principal. The making of additional payments shall in no way waive the making of any of the aforesaid payments.

The Makers and endorsers waive demand, diligence, presentment, protest and notice of protest and non-payment.

In the event of default in the payment of any sum of principal or interest due hereunder, according to the terms and tenor hereof, and if such default lasts for a period of thirty (30) days, the holder or holders may at their option declare the entire amount of principal and interest due and payable.

In case of default in the payment of, or if suit be commenced for the collection of any part of the principal or interest due hereunder, we jointly and severally promise and agree to pay a reasonable attorney fee incurred, together with all costs.

This Note is secured by Deed of Trust of even date herewith.

CHARLES RICHARDS  
CHARLES RICHARDS

FLOY F. RICHARDS  
FLOY F. RICHARDS

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P. O. Box 389  
Elko, Nevada 89301

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NOW, THEREFORE, the said Grantors, 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 Grantors, or which may be paid out or advanced by the said Beneficiaries or Trustee under the provisions of this instrument, with interest in each case, do hereby grant, bargain, sell, convey and confirm unto the said Trustee all of the right, title and interest, claim and demand, as well in law as in equity, which the said Grantors may now have or may hereafter acquire of, in or to the following described real property situate in the County of Eureka, State of Nevada, more particularly described as follows, to-wit:

Lots 27 and 28 in Block 10, as shown on the plat of CRESCENT VALLEY RANCH & FARMS, UNIT No. 1, in the County of Eureka, State of Nevada, filed in the office of the County Recorder of Eureka County, Nevada on April 6, 1959.

EXCEPTING THEREFROM, all petroleum, oil, natural gas and products derived therefrom, reserved by SOUTHERN PACIFIC LAND COMPANY by deed recorded September 24, 1951, in Book 24 of Deeds, at page 168, Eureka County, Nevada records.

TOGETHER WITH all improvements situate thereon, or which are placed thereon during the life of this Deed of Trust.

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

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

The following covenants, Nos. 1, 2 ( None ), 3, 4 (7½%), 5, 6, 7 (5%), 8 and 9 of NRS 107.030, are hereby adopted and made a part of this Deed of Trust.

This Deed of Trust also secures payment for further

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sums and the promissory notes evidencing the same, as may hereafter be loaned or advanced by Beneficiaries to the Grantors.

Said Grantors, in consideration of the premises, hereby covenant and agree that neither the acceptance nor existence, nor or hereafter, of other security for the indebtedness secured hereby, nor the release thereof, shall operate as a waiver of the security of this Deed of Trust, nor shall this Deed of Trust, nor its satisfaction, nor a reconveyance made thereunder operate as a waiver of any such other security now held or hereafter acquired.

The Beneficiaries are possessed of their rights and interests herein as joint tenants with right of survivorship and not as tenants in common.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands as of the day and year first hereinabove written.

Charles Richards  
CHARLES RICHARDS

Floy F. Richards  
FLOY F. RICHARDS

STATE OF NEVADA, }  
COUNTY OF EUREKA } SS.

On April 19, 1973, personally appeared before me, a Notary Public, CHARLES RICHARDS and FLOY F. RICHARDS, his wife, who acknowledged that they executed the above instrument.

STEWART R. WILSON  
Notary Public State of Nevada  
Eureka County, Nevada  
Commission Expires Dec. 21, 1978



Stewart R. Wilson  
NOTARY PUBLIC

RECORDED BY THE REQUEST OF STEWART R. WILSON  
April 27 1973 at 36 min per 10 A. 21  
45 of OFFICIAL RECORDS, PMS 319-322 RECORDS OF  
EUREKA COUNTY, NEVADA. Miss A. McPart  
File No. 57286 Fee \$ 6.00  
FILE NO. 57286

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