

## DEED OF TRUST

THIS DEED OF TRUST, made and entered into as of the 12th day of November, 1973, by and between R. P. CAMPBELL and FRANCES M. HENNEMAN, of Eureka, Eureka County, State of Nevada, hereinafter called "Grantor", and WILLIS A. DePAOLI, of Eureka, Eureka County, State of Nevada, hereinafter called the "Trustee", and LEE ALLISON and NORMA ALLISON, husband and wife, of Eureka, Eureka County, State of Nevada, hereinafter called the "Beneficiary";

## WITNESSETH:

The Grantor hereby grants, bargains, sells and conveys to the Trustee for the purpose of securing performance of the agreements herein, the following described real property, together with the buildings, structures and improvements thereon and everything appurtenant thereto, together with all rents, issues and profits of said premises, situate in the County of Eureka, State of Nevada, to-wit:

All of Lots 7 and 8 in Block No. 5, together with the improvements thereon; also, all of the south 12 (twelve) inches of Lot 6, in Block 5, as the same adjoins Lot 7, in Block 5, which said twelve (12) inches was previously conveyed to Edward Thayer by G. B. Biale.

In trust nevertheless, to secure to the above named Beneficiary, the payment of \$1,500.00; together with interest thereon at Seven Percent (7%) per annum; said interest and principal to be paid according to the terms, conditions and tenor of a Promissory Note made by the Grantor to the Beneficiary for said sum; said Note being of even date herewith; and also to secure the payment of all other moneys herein agreed or provided to be paid by the said Grantor, or which may be paid out or advanced by the Beneficiary or Trustee, whether such payments or advancements are made under the provisions of this instrument or otherwise, with the interest in each case; and also the payment of all advancements or renewals of the aforesaid Note, or any indebtedness secured by this Deed of Trust.

TOGETHER WITH ALL AND SINGULAR, the tenements, hereditaments and appurtenances thereunto belonging, or therewith had and enjoyed, 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 his heirs, successors and assigns for the uses and purposes therein mentioned.

THIS DEED OF TRUST shall be security for all indebtedness not otherwise herein provided for that may hereafter during the continuance of this Deed of Trust be due, owing and existing from the said Grantor to the said Beneficiary.

The following covenants, Nos. 1; 2 (Insurance), \$\_\_\_\_; 3; 4 (Interest) 7% per annum; 5; 6; 7 (Attorney's Fee) 10%; 8 and 9 of NRS 107.030, are hereby adopted and made a part of this Deed of Trust.

Said Grantor, in consideration of the premises, hereby covenants and agrees that neither the acceptance nor existence, now or hereafter, of other security for the indebtedness secured



1 hereby, nor the release thereof, shall operate as a waiver of the  
2 security of this Deed of Trust, nor shall this Deed of Trust nor  
3 its satisfaction, nor a reconveyance made thereunder, operate as  
a waiver of any such other security now held or hereafter acquired.

4 Said Grantor further covenants and agrees that he  
5 will, during the life of this Deed of Trust, keep the buildings,  
6 structures and improvements situate and being upon the above describ-  
7 ed real property in as good a state of repair as the same now are,  
8 and that in the event that the said Grantor makes any alterations  
9 or improvements in or upon or to the structures and buildings situ-  
10 ate on the above described premises, that the said Beneficiary  
11 shall be protected from any mechanics' liens of any kind whatsoever  
either for work and labor done or performed or materials furnished,  
and to that end the said Grantor agrees to file a Notice of Non-  
Responsibility in accordance with the requirements of the Statutes  
of the State of Nevada. It is further understood and agreed that  
the breach of either, any or all of the conditions herein set forth  
shall be sufficient ground for the beneficiary to proceed to foreclose  
the said Deed of Trust in accordance with the provisions of the  
Statutes of the State of Nevada, as in such cases made and provided.

12 The undersigned Grantor requests that a copy of any  
13 Notice of Default and of any Notice of Sale hereunder be mailed  
to him at his address hereinbefore set forth.

14 The word "Grantor" and the language of this instrument  
15 shall, where there is more than one Grantor, be construed as plural,  
16 and be binding on all Grantors, and upon his or their heirs, succe-  
sors, executors, administrators and assigns.

17 IN WITNESS WHEREOF, the said Grantor has hereunto  
18 caused the foregoing to be executed the day and year first above  
written.

19 R P Campbell  
20 R. P. Campbell

21 Frances M. Henneman  
22 Frances M. Henneman

23 State of Nevada, }  
24 County of Eureka. } ss.

25 On October 24, 1973, personally appeared before  
26 me R. P. CAMPBELL and FRANCES M. HENNEMAN, who acknowledged that  
they executed the above instrument.



28 WILLIS A. DePAOLI  
29 Notary Public — State of Nevada  
Eureka County  
My Commission Expires Oct. 14, 1977

30 Willis A. DePaoli  
31 Notary Public

32 RECORDED AT THE REQUEST OF Lee Allison  
on October 25, 1973, at 02 mins. past 8 A. M.  
Book 46 of OFFICIAL RECORDS, page 398-399 RECORDS OF  
EUREKA COUNTY, NEVADA. Willis A. DePaoli Recorder  
File No. 57801 Fee \$4.00  
FILE NO. 57801

GRAY, HORTON AND HILL  
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