

58308

DEED OF RECONVEYANCE

WHEREAS, the indebtedness secured to be paid by the Deed of Trust executed by THOMAS JOHNSTON and CECILE JOHNSTON, his wife, to ARTHUR A. BIALE, Trustee, for ANGELO TOGNONI and EMILIA TOGNONI, Beneficiaries, and dated March 31, 1967, recorded in Official Records of the County of Eureka, State of Nevada, has been fully paid.


NOW, THEREFORE, ARTHUR A. BIALE, does hereby grant and reconvey unto the parties entitled thereto, without warranty, all the estate and interest derived to them under said Deed of Trust in the lands situate in the Town of Eureka, County of Eureka, State of Nevada, and therein described.

IN WITNESS WHEREOF, the said Trustee has executed this Deed of Reconveyance this 20<sup>th</sup> day of February, 1974.

Arthur A. Biale  
ARTHUR A. BIALE

STATE OF NEVADA )  
                          ) SS.  
COUNTY OF EUREKA )

On February 20, 1974, personally appeared before me, a Notary Public, ARTHUR A. BIALE, who acknowledged to me that he executed the foregoing instrument.

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

Willis A. DePaoli  
NOTARY PUBLIC

RECORDED AT THE REQUEST OF Thomas C. Johnston  
on Apr. 5 1974 at 15 mins. past 11 A. M. b  
Book 47 of OFFICIAL RECORDS, page 389 RECORDS OF  
EUREKA COUNTY, NEVADA Willis A. DePaoli Recorder  
File No. 58308 Fee \$ 3.00  
FILE NO. 58308

LAW OFFICES  
EVANS & BILYEU  
PROFESSIONAL CENTER  
ELKO, NEVADA 89801

BOOK 47 PAGE 389

58309

DEED OF TRUST

THIS DEED OF TRUST, made this 20 day of February, 1974, by and between THOMAS JOHNSTON and CECILE JOHNSTON, hereinafter referred to as GRANTORS, CHARLES B. EVANS, JR., hereinafter referred to as TRUSTEE, and ANGELO TOGNONI and EMILIA TOGNONI, hereinafter referred to as BENEFICIARIES.

W I T N E S S E T H:

That Grantors, irrevocably grant, transfer, and assign to Trustee in Trust, with power of sale, that property situate in the Town of Eureka, County of Eureka, State of Nevada, described as Lots 1, 2, 3 and 4 of Block 30, and Lots 3 and 4 of Block 46, Town of Eureka, County of Eureka, State of Nevada, and all improvements thereon situate.

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same except during the continuance of some default hereunder, and during continuance of such default, authorizing Beneficiaries to collect and enforce the same by any lawful means in the name of any party hereto.

For the purpose of securing: 1. Performance of each agreement of Grantors incorporated by reference or contained herein, 2. Payment of indebtedness evidenced by one Promissory Note of even date herewith, and any extension or renewal thereof, in the principal sum of \$7,000.00, executed by Grantors in favor of Beneficiaries or order.

TO HAVE AND TO HOLD the same unto the Trustee, as herein provided, in and upon the uses and trusts hereinafter declared, to-wit:

First: To permit the grantors to possess and enjoy said described premises and to receive the issues and profits thereof until default be made in the payment of any indebtedness hereby secured or in the performance of any of the covenants herein provided; and upon the full payment of said note and of any extensions or renewals thereof and the interest thereon, and all other proper costs, charges, commissions, and expenses, to release and reconvey in fee unto and at the cost of the Grantors, the said described land and premises.

Second: Upon a default in the payment of any indebtedness hereby secured or in the performance of any of the terms or conditions hereof, the Trustee shall have power, in strict accordance with the applicable laws of this State, and it shall be his duty thereafter to sell, at public auction, for cash, in one parcel, at such time and place and after such previous public advertisement as required by statute.

Third: The beneficiaries or holders of the promissory note secured hereby may bid and purchase at such sale. The beneficiaries may, after recording a required notice of breach and election to sell, waive or withdraw the same or any proceedings thereunder, and shall thereupon be restored to their former position and have and enjoy the same rights as though such notice had not been recorded.

Fourth: The following covenants contained in Nevada Revised Statutes, Section 107.030, hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length:

Covenant No. 7 (5%)

Covenant No. 8

Covenant No. 9

Fifth: The Grantors agree to pay and discharge at maturity all taxes and assessments and all other charges and encumbrances which now are or shall hereafter be a lien upon the trust premises, provided, however, that the parties expressly agree that the sole and exclusive security for the indebtedness secured hereby shall be the land and improvements hereby conveyed in trust, and that no personal liability of Grantors exists with respect thereto, thereby precluding any deficiency judgment as a remedy, all parties acknowledging that the indebtedness secured hereby is a part of the purchase price of said land and improvements.

Sixth: If the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust and the note secured hereby remaining unpaid, are hereby assigned by the Grantors to the holders of the note and shall be paid forthwith to the holders to be applied by them on account of the last maturing annual installments of such indebtedness.

Seventh: That the Grantors shall not commit or permit waste, and shall maintain the property in as good condition as at present, reasonable wear and tear expected.

Eighth: That the Grantors reserve the privilege to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

Ninth: The Grantors agree to insure the premises and improvements in the sum of FIVE THOUSAND (\$5,000.00) DOLLARS, with a loss payable clause in favor of the Beneficiaries as First Loss Payees.

Tenth: That any Notice of Default and any Notice of Sale hereunder shall be mailed to Grantors at their address, Eureka, Nevada.

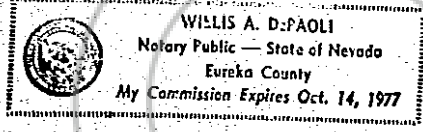
*Thomas C. Johnston*  
THOMAS JOHNSTON

*Cecile Johnston*  
CECILE JOHNSTON

STATE OF NEVADA )  
COUNTY OF EUREKA ) SS.

On the 20 day of February, 1974, before me, the undersigned, a Notary Public, in and for said County and State, personally appeared THOMAS JOHNSTON and CECILE JOHNSTON, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.



*Willis A. DePaoli*  
NOTARY PUBLIC

RECORDED AT THE REQUEST OF Thomas C. Johnston  
on Apr. 5, 1974, at 16 mins. past 11 A. M.  
Book 47 of OFFICIAL RECORDS, page 390-393 RECORDS OF  
EUREKA COUNTY, NEVADA *Willis A. DePaoli* Recorder  
File No. 58309 Fee \$6.00  
FILE NO. 58309