

DEED OF TRUST

THIS DEED OF TRUST, made and entered into as of the 21st day of June, 1974, by and between TED C. FROME, a married man, of Afton, State of Wyoming, First Party, hereinafter called the Grantor; FIRST AMERICAN TITLE COMPANY OF NEVADA, a corporation, Second Party, hereinafter called the Trustee; and DAN FILIPPINI, an unmarried man, of the County of Elko, State of Nevada, Third Party, being hereinafter called the Beneficiary; it being understood that the words used herein in any gender include 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 Grantor is indebted to the said Beneficiary, DAN FILIPPINI, in the sum of FIVE THOUSAND DOLLARS (\$5,000.00), lawful money of the United States, and has 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 Grantor to said Beneficiary, which Note is in the words and figures as follows, to-wit:

\$5,000.00

Elko, Nevada, June 21, 1974

FOR VALUE RECEIVED, I promise to pay to the order of DAN FILIPPINI, at Elko, Nevada, or wherever payment may be demanded by the holder of this note, the sum of FIVE THOUSAND DOLLARS (\$5,000.00), together with interest to accrue upon the declining balance at the rate of seven per cent (7%) per annum from June 21, 1974, in the manner following, to-wit:

\$1,000.00, on or before the 21st day of June, 1975, and a like sum on or before the 21st day of June of each year thereafter until the entire principal with accrued interest shall be paid in full. Said payments shall first be applied to accrued interest to date and the remainder upon the principal.

The Maker may, at his option, increase the amount of said payments, or may make additional and further payments at any time, or the entire balance of principal, together with accrued interest, may be paid in full without penalty. 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. Said additional payments shall be cumulative as to principal, but shall in no way waive the making of the required yearly interest payments as herein provided.

The Maker and endorser waives demand, diligence, presentment, protest, 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 the default in the payment of, or if suit be commenced for the collection of any part of the principal or interest due hereunder, I 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.

TED C. FROME
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NOW, THEREFORE, the said Grantor, 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 Grantor, or which may be paid out or advanced by the said Beneficiary 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 Grantor 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, and being more particularly described as follows, to-wit:

Township 30 North, Range 50 East, MDB&M

Section 36: N $\frac{1}{2}$ SW $\frac{1}{4}$; S $\frac{1}{2}$ NE $\frac{1}{4}$

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

TOGETHER WITH all waters, water rights, rights to the use of water, dams, ditches, canals, pipe lines, reservoirs and all other means for the diversion or use of waters appurtenant to the said property or any part thereof, or used or enjoyed in connection therewith, and together with all stockwatering rights used or in connection with the use of any of said lands.

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 above-described premises, together with the appurtenances, unto the said Trustee, and to its successors and assigns, for the uses and purposes herein mentioned.

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

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This Deed of Trust also secures payment for further sums and the promissory notes evidencing the same, as may hereafter be loaned or advanced by Beneficiary to the Grantor.


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 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.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand as of the day and year first hereinabove written.


TED C. FROME

STATE OF WYOMING,)
) SS.
COUNTY OF LINCOLN.)

On June 20, 1974, personally appeared before me, a Notary Public, TED C. FROME, a married man, who acknowledged that he executed the above instrument.


NOTARY PUBLIC



my commission expires May 18, 1978.

RECORDED AT THE REQUEST OF Wilson & Wilson, Ltd.
July 12, 1974, at 52 mins. past 10 A. M.
Book 48 of OFFICIAL RECORDS, page 527-530, RECORDS OF
BLUREKA COUNTY, NEVADA. William A. McFarland Recorder
File No. 58780 Fee \$ 6.00
FILE NO. 58780

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