

Order No. \_\_\_\_\_

Escrow No. 103932-PAW

When Recorded Mail To:  
Allen Hopkins  
2395-57 Delaware Ave.,  
Santa Cruz, Calif. 95060

RECORDED AT THE REQUEST OF \_\_\_\_\_  
on SEPT. 24, 1974, at 52 miles, post 10 A M.  
Book 50 of OFFICIAL RECORDS, page 30 RECORDS OF  
EUREKA COUNTY, NEVADA, Willie A. Foster Recorder  
File No. 59305 Fee \$ 3.00  
FILE NO. 59305

Space above this line for recorder's use

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 16th day of September, 1974, between  
BURKE E. O'BRYAN and MARY E. O'BRYAN, husband and wife as joint tenants

TRUSTOR,  
whose address is 2395-53 Delaware Avenue, Santa Cruz, California 95060  
(Number and Street) (City) (State)

FIRST AMERICAN TITLE COMPANY OF NEVADA, a Nevada corporation, TRUSTEE, and

ALLEN S. HOPKINS AND LUCILLE L. HOPKINS, husband and wife as joint tenants, BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the  
\_\_\_\_\_, County of EUREKA, State of NEVADA described as:

TOWNSHIP 29 NORTH, RANGE 48 EAST, MDB&M.  
Section 9: SE 1/4 of NW 1/4; SW 1/4 of NE 1/4.

Also known as Lots 31 thru 50 inclusive and Lots 61 thru  
80 inclusive, EL CORTEZ RANCH, UNIT NO. 1.

EXCEPTING THEREFROM, all petroleum, oil, natural gas and  
products derived therefrom, within or underlying said land  
or that may be produced therefrom, and all rights thereto,  
as reserved by SOUTHERN PACIFIC LAND COMPANY in Deed to H.J.  
Buchenau. et ux, recorded September 24, 1951 in Book 24 of  
Deeds at page 168, Eureka County, Nevada.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of the sum of \$4,000.00 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; and (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious Deed of Trust recorded in the office of each County Recorder in the State of Nevada on January 30, 1968, in the book and at the page thereof, or under the document or file number, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	DOC. NO.	COUNTY	BOOK	PAGE	DOC. No.
Churchill	39 Mortgages	363	115384	Lincoln			45902
Clark	850 Off. Rec.		682747	Lyon	37 Off. Rec.	341	100661
Douglas	57 Off. Rec.	115	40050	Mineral	11 Off. Rec.	129	89073
Elko	92 Off. Rec.	652	35747	Nye	105 Off. Rec.	107	04823
Esmorelda	3-X Deeds	195	35922	Ormsby	72 Off. Rec.	537	32867
Furaka	22 Off. Rec.	138	45941	Pershing	11 Off. Rec.	249	66107
Humboldt	28 Off. Rec.	124	131075	Storey	"S" Mortgages	206	31506
Lander	24 Off. Rec.	168	50782	Washoe	300 Off. Rec.	517	107192
				White Pine	295 R. E. Records	258	

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address above set forth.

STATE OF ~~NEVADA~~ CALIFORNIA

County of SANTA CLARA ) ss.

On SEPT. 16, 1974  
personally appeared before me, a Notary Public,  
BURKE E. O'BRYAN AND MARY E. O'BRYAN

Signature of Trustor  
Burke E. O'Bryan  
Mary E. O'Bryan

who acknowledged that they executed the above instrument.  
Mildred E. Foster Notary Public

OFFICIAL SEAL  
MILDRED E. FOSTER  
NOTARY PUBLIC - CALIFORNIA  
SANTA CLARA COUNTY  
My Commission Expires April 26, 1975

