

59310

DEED OF TRUST

THIS DEED OF TRUST, made this 5 day of <sup>August</sup> ~~June~~, 1974, by and between <sup>of the</sup> ~~the~~ FRED MINOLETTI and JULIA MINOLETTI, his wife, of the County of Eureka, State of Nevada, First Parties, hereinafter called Trustors; FIRST NATIONAL BANK OF NEVADA, Eureka Branch, Eureka, Nevada, hereinafter called Trustee; and CHARLES S. CASTLE and LAVEEDA CASTLE, his wife, of the City of Los Angeles, State of California, as joint tenants with right of survivorship, being hereinafter called Beneficiaries;

W I T N E S S E T H:

That Whereas, the said Trustors are indebted to the said Beneficiaries in the sum of THIRTY FIVE THOUSAND DOLLARS (\$35,000.00), 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 Trustors to said Beneficiaries, which note is in the words and figures as follows, to-wit:

" P R O M I S S O R Y N O T E

\$35,000.00

Eureka, Nevada, June     , 1974

FOR VALUE RECEIVED, the undersigned promise to pay to the order of CHARLES S. CASTLE and LAVEEDA CASTLE, his wife, of Los Angeles, California, the sum of THIRTY FIVE THOUSAND DOLLARS, (\$35,000.00) in the manner following, to-wit:

\$ 5,000.00 previously paid on May 2, 1974;  
\$10,000.00 on or before June 10, 1974,  
and the balance thereof in yearly installments of \$4,000.00 each, plus accrued interest on the unpaid principal balance at the rate of 7% per annum, commencing on July 1, 1975, until the total purchase price of \$35,000.00 has been paid in full. (The final payment will become due on or before July 1, 1979.) The Buyers reserve the right to pay to the Sellers any unpaid principal balance and accrued interest at any time without penalty or other charges.

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

In case suit is commenced for the collection of this Note, or any part of the principal or interest due hereunder, or placed with an attorney for collection, the Buyers jointly and severally promise to pay a reasonable sum in addition to attorneys fees incurred, together with all costs.

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

/s/ FRED MINOLETTI  
FRED MINOLETTI-Buyer

/s/ JULIA MINOLETTI  
JULIA MINOLETTI-Buyer



NOW, THEREFORE, the said Trustors, 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 Trustors, or which may be paid out or advanced by the said Beneficiaries or Trustee under the provisions of the instrument, with interest in each case, do hereby grant, bargain, sell, convey and confirm unto the said Trustee all the right, title and interest, claim and demand, as well in law as in equity, which the said Trustors 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 more particularly described as follows, to-wit:

TOWNSHIP 20 NORTH, RANGE 53 EAST, M.D.B.&M.

Section 18: NE $\frac{1}{4}$ ; N $\frac{1}{2}$ SE $\frac{1}{4}$ ; Lots 9 and 10  
(sometimes referred to as the  
E $\frac{1}{2}$  of Section 18), containing  
316.32 acres.

TOGETHER WITH all improvements situate thereon.

TOGETHER WITH any and all water, 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 enjoyed in connection with the use 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(7%), 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 sums and promissory notes evidencing the same, as may hereafter be loaned or advanced by Beneficiaries to the Trustors.

Said Trustors, in consideration of the premises, hereby covenant and agree 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.

Said Trustors hereby covenant and agree that they will operate the farm premises according to dictates of good husbandry, as defined by farm practice in the area in which such farm is located, and will apply the water rights to beneficial use, all to the end that the same will not be lost by abandonment or forfeiture; and Trustors shall maintain the premises in as good condition as they are now in, wear and tear excepted.

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 Trustors have hereunto set their hands as of the day and year first hereinabove written.

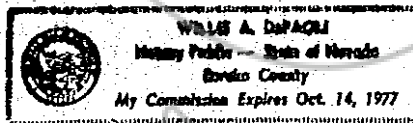
*Fred Minoletti*  
FRED MINOLETTI

*Julia Minoletti*  
JULIA MINOLETTI

STATE OF NEVADA )  
COUNTY OF EUREKA ) ss.

700 On <sup>Aug</sup> June 5, 1974, personally appeared before me, a Notary Public, FRED MINOLETTI and JULIA MINOLETTI, his wife, who acknowledged that they executed the above instrument.

*Willis A. DePaoli*  
NOTARY PUBLIC



RECORDED AT THE REQUEST OF Fred Minoletti  
on Sept. 26, 1974 at 46 mins. past 2 P. M. of  
Book 50 of OFFICIAL RECORDS, page 38-40 RECORDS OF  
EUREKA COUNTY, NEVADA *Willis A. DePaoli* Recorder  
File No. 59310 Fee 5.00  
FILE NO. 59310