

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 13th day of January, 1975, by and between PEGI O. SANDERS, a married woman dealing with her sole and separate property, of 3332 Sierra Oaks Drive, hereinafter called Trustor; SECURITY NATIONAL BANK OF NEVADA, a banking Corporation, hereinafter called Trustee; and MADGE E. WATERS, of 2066 Bird Street, Oroville, California, hereinafter called 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 Trustor is indebted to the said Beneficiary in the sum of TWENTY-TWO THOUSAND and 00/100 (\$22,000.00) DOLLARS lawful money of the United States of America, 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 the said Trustor to the said Beneficiary, which Note is in the principal sum of \$22,000.00, lawful money of the United States of America, together with interest thereon at the rate of nine percent (9%) per annum.

NOW, THEREFORE, the said Trustor, 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 Trustor, or which may be paid out, or advanced by said Beneficiary or Trustee under the provisions of this instrument, with interest, and further in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America, in hand paid by the said Trustee, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell unto the said Trustee, its successors and assigns, all that certain real property situate in the City

LAW OFFICES of Eureka County of Eureka, State of Nevada, more particularly
EVANS & BILYEU
PROFESSIONAL CENTER
ELKO, NEVADA 89801

EU-116324

described as follows:

See Exhibit A attached hereto and incorporated herein by reference.

TOGETHER WITH all buildings and improvements situate thereon.

TOGETHER WITH all and singular 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 said premises, together with appurtenances, unto the said Trustee, and to its successors and assigns, for the uses and purposes herein mentioned.

Being in trust, nevertheless, for the benefit and security of the Beneficiary herein named, and the holders of said Promissory Note secured hereby, as well as security for the repayment of all sums of money which may hereafter become due and payable from the said Trustor to said Beneficiary, as well as security for the renewal or renewals of said Note, or the debt evidenced thereby.

The following covenants: One; Two, (\$22,000); Three; Four, (9%); Five; Six; Seven, (reasonable); Eight and Nine of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust.

The Trustor promises to properly care for and keep the property herein described in the same condition as the same now exists, subject to normal wear and tear, to care for, protect and repair all buildings and improvements situate, or to be constructed at or thereon; not to remove or demolish any buildings or other improvements situate thereon; and to otherwise protect and preserve the said premises and improvements thereon; and not to commit; or permit any waste or deterioration of said buildings and improvements, or of said premises; and to pay, when due, all claims for labor performed and materials furnished therefor.

This Deed of Trust shall also be security for such additional amounts as may be hereafter loaned by the said Beneficiary,

or his heirs, executors, administrators or assigns, to the Trustor, or any successors in interest of the Trustor, and any present or future demands of any kind or nature which the Beneficiary or his heirs, executors, administrators or assigns, may have against the Trustor, whether created directly or acquired by assignment; whether absolute or contingent; whether due or not; or whether otherwise secured or not; or whether existing at the time of the execution of this instrument or arising thereafter; and also as security for the payment and performance of every obligation, covenant, promise and agreement herein or in said Note, or Notes, contained.

The rights and remedies granted hereby shall not exclude any other rights or remedies granted herein or by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative.

Said Trustor, in consideration of the premises, does hereby covenant and agree that neither the acceptance nor the 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 hereunder, operate as a waiver of any such other security now held or hereafter acquired.

All covenants and agreements herein contained, or by reference made a part hereof, shall be binding upon the heirs, executors, administrators and assigns of the said Trustor, and this indenture shall not be modified in any respect by the amendment or repeal of any law which has been by reference made a part hereof.

IT IS EXPRESSLY AGREED that the trusts created hereby are irrevocable by the Trustor.

IN WITNESS WHEREOF, the Trustor has hereunto set her hand the day and year first above written.

STATE OF)
COUNTY OF) ss.

Peggy O. Sanders
PEGGY O. SANDERS

On this 2nd day of January, 1975, personally appeared before me, a Notary Public, PEGGY O. SANDERS, who acknowledged to me that she executed the foregoing instrument.

Sam Billew
NOTARY PUBLIC



Exhibit "A"

Lots 1 thru 11 in Block 50 and all of Block 49,
in the Town of Eureka, County of Eureka, State
of Nevada and recorded in the Official Records
of the County Recorder of the County of Eureka,
State of Nevada.

TOGETHER with all buildings and improvements
situate thereon.

TOGETHER with the tenements, hereditaments and
appurtenances thereunto belonging or in anywise
appertaining, the reversion and reversions,
remainder and remainders, rents, issues and
profits thereof.

RECORDED AT THE REQUEST OF Title Insurance & Trust
on Jan. 15, 1975, at 05 mins. past 11 A.M. to
Book 50 of OFFICIAL RECORDS, page 546-550 RECORDS OF
EUREKA COUNTY, NEVADA William A. DeTale Recorder
File No. 59699 Fee \$ 7.00
FILE NO. 59699