

5789
SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 25th day of February
A. D., 1975, by and between Norman J. Morrison, and Helen M. Roberts

As Trustor, and First American Title Co. of Nevada

a corporation duly organized and existing under and by virtue of the laws of the State of Nevada,
As Trustee, and FIRST NATIONAL BANK OF NEVADA, Reno, Nevada, a corporation organized and existing under
and by virtue of the laws of the United States of America, as Beneficiary. (It is distinctly understood that the word "Trustor"
and the word "his" referring to the Trustor, as herein used, are intended to and do include the masculine, feminine and neuter
genders and the singular and plural numbers, as indicated by the context.)

WITNESSETH: That said Trustor hereby grants, conveys and confirms unto said Trustee in trust with power of
sale, the following described real property situate in the Town of Eureka.

County of Eureka State of Nevada, to-wit:

W. 1/2 of Lot 5, E. 1/2 of Lot 7 and all of lots 6-8 & 9, Block 13, Town of
Eureka, Nevada.

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same except during continuance of some
default hereunder and during continuance of such default authorizing Beneficiary 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 Trustor Incorporated by reference or contained herein. 2. Pay-
ment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the prin-
cipal sum of \$2,100.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such additional sums as may
hereafter be advanced for the account of Trustor or Assigns by Beneficiary with interest thereon.

Trustor grants to Beneficiary the right to record notice that this deed of trust is security for additional amounts and
obligations not specifically mentioned herein but which constitute indebtedness or obligations of the Trustor for which Bene-
ficiary may claim this deed of trust as security.

AND THIS INDENTURE FURTHER WITNESSETH:

FIRST: The trustor promises to properly care for and keep the property herein described in first class condition,
order and repair; to care for, protect and repair all buildings and improvements situate thereon; not to remove or demolish
any buildings or other improvements situate thereon; and otherwise to protect and preserve the said premises and the im-
provements thereon and not to commit or permit any waste or deterioration of said buildings and improvements or of said
premises.

SECOND: The following covenants, Nos. 1, 2 (\$ amount of insurance) 3, 4 (interest 1% per
month) 5, 6, 7 (counsel fees 10%) and 8 of N. R. S. 107.030, are hereby adopted and made a part of this deed of trust.

THIRD: In the event of a deficiency after sale pursuant to the covenants incorporated herein, the Beneficiary has a
right to claim and collect such deficiency out of other property not otherwise exempt of the Trustor, by suit or otherwise,
together with costs incurred and a reasonable attorneys' fee.

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

FIFTH: Trustor further agrees that the beneficiary may from time to time and for periods not exceeding one year,
in behalf of the Trustor renew or extend any promissory note secured hereby and said renewal or extension, shall be con-
clusively deemed to have been made when so endorsed on said promissory note or notes by the beneficiary in behalf of the
Trustor.

SIXTH: In the event of any tax or assessment on the interest under this deed of trust it will be deemed that such
taxes or assessments are upon the interest of the trustor, who agrees to pay such taxes or assessments although the same
may be assessed against the beneficiary or trustee.

SEVENTH: All the provisions of this instrument shall inure to, apply to, and bind the legal representatives, suc-
cessors and assigns of each party hereto respectively.

EIGHTH: In the event of a default in the performance or payment under this deed of trust or the security for which
this deed of trust has been executed, any notice given under Section 107.080 N. R. S. shall be given by Certified Mail to
the trustor(s) addressed to Norman J. Morrison, Box 55, Eureka, NV, 89316 and Helen M. Roberts
and such notice shall be binding upon the trustor(s), assignee(s), or grantee(s) from the trustor(s) Duckwater, Nevada.

NINTH: It is expressly agreed that the trusts created hereby are irrevocable by the Trustor.

IN WITNESS WHEREOF, the Trustor has executed these presents the day and year first above written.

Norman J. Morrison
Norman J. Morrison
Helen M. Roberts
Helen M. Roberts

