

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 22nd day of May, 1975, by and between D. LLOYD MORRISON, of the County of Eureka, State of Nevada, hereinafter called "Grantor," and TITLE INSURANCE AND TRUST COMPANY, a corporation, Trustee, and HARMON WALKER and Barbara Walker his wife, as joint tenants with right of survivorship, of _____, hereinafter called "Beneficiaries,"

WHEREAS, the Grantor is indebted to the Beneficiaries in the sum of EIGHTEEN THOUSAND DOLLARS (\$18,000.00), lawful money of the United States, and has agreed to pay the same according to the tenor and terms of a certain Promissory Note bearing even date and made, executed and delivered by the Grantor to the said Beneficiaries, a copy of which Note is attached hereto as Exhibit A and made a part hereof.

NOW, THEREFORE, the said Grantor, for the purpose of securing the payment of the said Promissory Note, and the principal and interest, and all other amounts therein set forth, or therein provided to be paid, and also the payment of all other moneys herein agreed or provided to be paid by the said Grantor, or which may be paid out or advanced by the Beneficiaries or Trustee, if such payments or advancements are made under the provisions of this instrument, with the interest in each case, hereby grants, bargains, sells, conveys and confirms unto the said Trustee all the right, title, estate, interest, homestead or other claim or demand, as well in law as in equity, which the said Grantor now has or may hereafter acquire of, in or to the property, improvements and appurtenances, situate in the County of Eureka, State of Nevada, more particularly described as follows:

TOWNSHIP 21 NORTH, RANGE 53 EAST, M.D.B. & M.

1 Section 8: W 1/2

2 Together with all improvements situate thereon.

3 Together with the tenements, hereditaments and
4 appurtenances thereunto belonging or in anywise
5 appertaining, and the reversion and reversions,
6 remainder and remainders, rents, issues and pro-
7 fits thereof.

8 TO HAVE AND TO HOLD, the said premises, together with the
9 appurtenances, unto the said Trustee and to its successors and
10 assigns for the uses and purposes herein mentioned.

11 The following covenants of NRS 107.030 are hereby adopted
12 and made a part of this Deed of Trust: Nos. 1; 2 (\$none); 3; 4(78);
13 5; 6; 7 (reasonable); 8; and 9.

14 Said Grantor, in consideration of the premises, hereby
15 covenants and agrees that neither the acceptance nor existence, now
16 or hereafter, or other security for the indebtedness secured hereby,
17 or the release thereof, shall operate as a waiver of the security
18 of this Deed of Trust, nor shall this Deed of Trust nor its satis-
19 faction nor a reconveyance made thereunder operate as a waiver of
20 any such other security now held or hereafter acquired.

21 This Deed of Trust shall inure to the benefit of and be
22 binding upon the Grantor as indicated in the first paragraph of
23 this Deed of Trust, and his respective heirs, executors, admini-
24 strators and assigns accordingly, and the Beneficiaries as indicated
25 in the first paragraph of this Deed of Trust and their respective
26 heirs, executors, administrators and assigns accordingly.

27 The Grantor covenants and agrees to properly care for, pro-
28 tect and keep the property and any improvements thereon in at least
29 the state and condition of repair it is on the date of the execution
30 of this Deed of Trust, and not to remove, damage or demolish any
improvements on the property.

IN WITNESS WHEREOF, the Grantor has executed these presents

1 the day and year first above written.

2 D. Lloyd Morrison

3 D. LLOYD MORRISON

4
5 STATE OF Nevada
6 County of Churchill : SS.

7 On May 7th, 1975, personally appeared before
8 me, a Notary Public, D. LLOYD MORRISON, who acknowledged that he
9 executed the above instrument.

10
11 M. Joyce Eddy
12 Notary Public

EXHIBIT "A"
PROMISSORY NOTE

\$18,000.00

May 22, 1975

Eureka, Nevada

FOR VALUE RECEIVED, I, D. LLOYD MORRISON, the undersigned, promise to pay to the order of HARMON WALKER and his wife, as joint tenants with right of survivorship, at his wife, or wherever payment may be demanded by the holder of this Note, the sum of EIGHTEEN THOUSAND DOLLARS (\$18,000.), with interest thereon from the date hereof until paid at the rate of SEVEN per cent (7%) per annum, both principal and interest payable only in lawful money of the United States of America, as follows, to-wit:

Annual installments of \$1,000.00, plus interest, shall be paid on this Note, the first of said installments to be paid on the 1st day of September, 1975, and a like installment on the 1st day of September of each and every year until the principal and interest have been fully paid. Each of said yearly installments shall be applied first to the payment of accrued interest on the unpaid principal, and the balance thereof to be credited on said principal.

The maker, may, at his option, increase the amount of the said payments, or may make additional or further payments on the principal balance then due, or may pay in full, at any time, the principal balance then due, all without a penalty or additional charge, save and except only for any interest then due, and any additional payments made shall be credited as of the date of payment, and interest shall accrue only upon the remaining balance of the indebtedness.

The maker and endorers hereby severally waive presentment for payment, notice of dishonor, protest and notice of protest, and of nonpayment of this Note, and all defenses on the grounds of any extension of time of payment that may be given by the holders.

If any default be made in any such installment payment of principal or interest, and such default is not cured within THIRTY (30) days, without presentment, notice or demand, the entire unpaid principal sum thereof, and all accrued interest thereon, shall at the holders option become immediately due and payable.

The maker and any endorers of the Note further agree to pay all costs of collection including any reasonable attorney fee incurred in case payment shall not be made as herein provided.

In the event the maker of this Note, shall be adjudged a bankrupt, or if a general assignment is made for the benefit of creditors by the maker, then, upon the happening of either of such events, the entire sum of the principal and interest then remaining unpaid shall become forthwith due and payable, although the time of maturity as expressed in this Note shall not have arrived.

1 A Deed of Trust of even date secures the payment of the
2 indebtedness evidenced by this Note.

3 *D. Lloyd Morrison*
4 D. LLOYD MORRISON
5

6 GUARANTEE CERTIFICATE

7 The Undersigned, DONALD E. MORRISON and ALBERTA J. MORRISON,
8 his wife, the parents of the above maker, D. LLOYD MORRISON, for
9 and in consideration of \$1.00 and other good and valuable consid-
eration, hereby guarantee the payment of the foregoing Promissory
Note to HARMON WALKER and *Marlene Walker*, his wife.

10 SIGNED:

11 *Donald E. Morrison*
12 DONALD E. MORRISON

13 *Alberta J. Morrison*
14 ALBERTA J. MORRISON
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19

20 RECORDED AT THE REQUEST OF Donald E. Morrison
21 on June 30, 1975, at 17 mins. past 10 A.M. In
22 Book 51 of OFFICIAL RECORDS, page 460-464, RECORDS OF
EUREKA COUNTY, NEVADA. WILLIS A. DeTAOLI Recorder
23 File No. 60028 Fee \$ 7.00
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