DEED OF TRUST

THIS DEED OF TRUST, made this 9th day of March 1976, by and between DALE ELLIOTT and MARCIA ELLIOTT, his wife as Grantors, and FIRST AMERICAN TITLE COMPANY OF NEVADA, as Trustee, and NEVADA STATE EMPLOYEES FEDERAL CREDIT UNION, as Beneficiary,

WITNESSETH:

That Grantor hereby grants, transfers and assigns to the Trustee in trust, with power of sale, all of the following described real property situate in the County of Eureka, State of Nevada, more particularly described as follows, to-wit:

Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 63, as shown on the plat of the TOWN OF EUREKA, NEVADA, filed in the office of the County Recorder of Eureka County, Nevada.

Together with all buildings and improvements situate thereon.

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 same unto the said Trustee and its successors, in trust, to secure the performance of the following obligations and payments of the following debts:

ONE: Payment of an indebtedness evidenced by a certain Promissory Note dated March 9, 1976, in the principal amount of \$ 9200.00, with the interest thereon, expenses, attorney fees and other payments therein provided, executed and delivered by the Grantor payable to the Beneficiary or order, and any and all extensions or renewals thereof, which Note is made a part hereof.

TWO: Payment of all other sums with interest thereon becoming due and payable under the provisions hereof to either Trustee or Beneficiary.

THREE: Payment, performance, and discharge of each and every obligation, covenant, promise and agreement of Grantor herein or in said Note contained and of all renewals, extensions, revisions and amendments of the above-described Note and any other indebtedness or obligation secured hereby.

To protect the security of this Deed of Trust, it is agreed as follows:

- 1. The following covenants, Nos. 1, 2- (full insurable value), 3, 4 (12%), 5, 6 (which covenant is deemed to include and apply to all conditions, covenants and agreements contained herein in addition to those adopted by reference, and to any and all defaults or deficiency in performance of this Deed of Trust), 7 (reasonable), and 8 and 9 of N.R.S. 107.030, are hereby adopted and made a part of this Deed of Trust.
- 2. All payments secured hereby shall be paid in lawful money of the United States of America.

VAUGHAN, HULL, MARFISI & MILLER ATTORNEYS AND COUNSELORS SES IDAHO STREET ELKO, NEVADA 98801

BOOK 54 PAGE 129

- The Beneficiary and any persons authorized by the Beneficiary shall have the right to enter upon and inspect the premises at all reasonable times.
- 4. In case of condemnation of the property subject hereto, or any part thereof, by paramount authority, all of any condemnation award to which the Grantor shall be entitled less costs and expenses of litigation is hereby assigned by the Grantor to the Beneficiary, who is hereby authorized to receive and receipt for the same and apply such proceeds as received toward the payment of the indebtedness hereby secured, whether due or not.
- 5. Any notices to be given Grantor shall be given by registered or certified mail to Grantor at the address set forth near the signatures in this Deed of Trust or at such substitute address as Grantor may designate in writing duly delivered to Beneficiary to Trustee, and such address set forth in this Deed of Trust, or such substitute address as is designated in writing duly served as aforesaid, shall be deemed conclusively to be the correct address of Grantor, for all purposes in connection with said Deed of Trust, including, but not limited, to giving of notices permitting or required by statute to be mailed to Grantor.
- 6. All the provisions of this instrument shall inure to the benefit of and bind the heirs, legal representatives, successors and assigns of each party hereto respectively as the context permits. All obligations of each Grantor hereunder shall be joint and several. The word "Grantor" and any reference thereto shall include the masculine, feminine and neuter genders and the singular and plural as indicated by the context and number of parties hereto.
- 7. It is expressly agreed that the trusts created hereby are irrevocable by the Grantor.
- 8. The Grantor shall properly care for, protect and keep the property and all landscaping, buildings and improvements thereon in at least the same state and condition of repair and order as it is on the date of the execution of this beed of Trust, and not remove, damage or demolish any buildings or other improvements on the property unless the Beneficiary gives prior consent thereto or the building or improvement is immediately replaced with one of equal or more value.
- 9. Notice is hereby given that the assumption of or assignability of this Deed of Trust including the acceleration of the entire indebtedness is affected by the terms and conditions of the Promissory Note secured hereby, a copy of which is attached hereto as Exhibit A.

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

Marria Elliott

Grantor's Address: Box 178, Eureka, NV

STATE OF NEVADA

COUNTY OF EVER) SS.

On this // day of // 1976, personally appeared before me, a Notary Public, DALE ELLIOTT and MARCIA ELLIOTT who acknowledged that they executed the above instrument.

WILLS A. DaPAOLS
Hetery Public -- State of Herodo
Eureke County
My Commission Expires Oct. 14, 1977

VAUGHAN, HULL, MARFISI & MILLER ATTORNEYS AND COUNSELORS

ATTORNEYS AND COUNSELORS

530 IOAHO STREET

ELKO, NEVADA 69801

NOTARY PUBLIC

BOOK 54 PAGE 130

| | on Open End) |
|--|--|
| Member's (Debtor) Name and Address | ACCOUNT NO. 75010 |
| Dale Elliott | Nevada State Employees FCU |
| Box 178 | P O Box 66 |
| Eureka, Ny. 89316 | Carson City, Nv. 89701 |
| A Date of this Loon: March 9, 1976 | M. Poyments: 258 consecutive payments beginning |
| 8. Proceeds of Loan \$_9200,00 | and continuing thereafter D1=WPRK19 |
| C. Other Charges (itemize) | Final payment due 02-02-86 |
| | ÁMOUNT |
| | Including Fin. Chárge Plus Fin. Charge |
| D. Total Other Charges \$ | Fint 61-00 Ent |
| E. Total Loan Balance \$ 9200.00 | (Fin. Ca.) |
| (Principal Amount of Note) | Others 61 00 Others |
| LESS: | |
| F. Prepaid Finance Charge | Lost 63.00 Lost (Finc) |
| G. Required Deposit Balance \$ | |
| H. Total Prepaid Finance Charge | |
| & Required Deposit Balance | O. LATE CHARGE. The following charges may be applied if the loon is not paid as scheduled 20% of interest due if 15 days |
| I. Amount Financed S 9200.00 J. FINANCE CHARGE (when loon is | or more past due |
| paid occording to schedule) \$_6538_00 | P. Property Insurance: if written in connection with this loan, may be obtained. |
| K. Total of Payments \$ 15738.00 | by barrower through person of his choice. |
| L. ANNUAL PERCENTAGE RATE 12 % | Q. THIS INDERTEDNESS IS SUBJECT TO ACCELERATION OF THE ENTIRE BAL- |
| THIS LOAN IS SECURED by the following: SECU | |
| An assignment in pledge of shares invested in the Credit Union as provided edness or after invested shares, etc. See Reverse) | fed on the reverse side hereof. (This pledge may secure future or other indebt- |
| The right to impress and enforce a lien upon the shares and dividends of | any member to the extent of any loon made to him and any dues or charges |
| payable by him as provided by law. (This security will secure future or at 3. A contractual right of set-off as provided and granted by debraris) hereing | her indebtedness and will cover ofter-acquired property.) frer. (This security will secure future or other indebtedness and will cover after |
| ocquired property.) | |
| T of the time this hole is signed, disclosing in full the terms thereof. | specifically provided by separate instrument, executed by above named Debtor (This security will secure future or other indebtedness and will cover ofter ac- |
| euited property.] | |
| 5. X Security Agreement doted that will strong the substitute of Olmes indigitable to Olmes i | AND WILL COVER AT IT ACQUIRED PROPERTY S SERIAL NO. ENERGE NO. |
| | |
| | 그는 그는 하다면 하다 하다 하다 하다는 것같아. 그 그는 그 하다는 네덜란 하다 하다라 하는 하나라 하면도 살았다. |
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BOOK 54 PAGE 131