

61378

DEED OF TRUST

THIS DEED OF TRUST, made this 9<sup>th</sup> day of May, 1976, by and between BLAINE A. BINGHAM and ELAINE F. BINGHAM, his wife, as Trustors, and FIRST AMERICAN TITLE COMPANY OF NEVADA, as Trustee, and WILLIAM L. HOOT and MARY ANNE HOOT, of Elko, Nevada, as joint tenants with right of survivorship, as Beneficiaries;

W I T N E S S E T H:

That the said Trustors hereby grant, bargain, sell, convey, and confirm unto the said Trustee, and to its successors and assigns, with power to sell, the following described real property situate in the County of Eureka, State of Nevada, more particularly described as follows:

Lot 16, in Block 22 of CRESCENT VALLEY RANCH & FARMS UNIT NO. 1, as per map recorded in the Office of the County Recorder of Eureka County, Nevada, as File No. 34081.

TOGETHER with any and all improvements thereon.

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

TO HAVE AND TO HOLD the same unto the Trustee and to its successors and assigns, upon the trusts, covenants and agreements herein expressed and as security for the payment of a certain Promissory Note dated May 9, 1976, for the principal sum of \$3,500.00, bearing interest from May 25, 1976, at the rate of SEVEN PERCENT (7%) per annum, said principal sum and interest being payable in monthly installments as more specifically set forth in said Note; said Note being executed by the Trustors

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herein to the said Beneficiaries and payable at Nevada National Bank, Elko, Nevada, or wherever else said Beneficiaries in writing designate. Said Note is hereby referred to and incorporated herein as though set forth in full herein. This Deed of Trust is also given as security for the payment of any and all monies which the Beneficiaries, and Trustee, or either of them, may or shall hereafter loan or advance to the Trustors, or either of them, or advance for their account, even though the said loan or advance may be secured by other mortgage or Deed of Trust, and as security for the payment of all other monies that may become due from the Trustors, or either of them, to the said Trustee, or the Beneficiaries, or either of them, from any cause whatsoever, including the payment of all other monies hereby agreed or provided to be paid by the Trustors, or which may be paid out, or advanced, by the Trustee, or by the Beneficiaries, under the provisions of this Deed of Trust.

The Trustors hereby covenant and agree:

1. The Trustors promise and agree to properly care for and keep the property herein described, including all fences, buildings, and other improvements thereon in at least as good a condition of repair and maintenance as the same now are, subject to normal wear and tear, and to care for, protect and maintain any and all buildings situate thereon and to otherwise protect and maintain said premises and not to commit nor permit any waste or deterioration thereof. The Trustors may make such alterations or improvements as they may desire on said premises, so long as they do not lessen the value of said property, and the Trustors shall pay, when due, all claims for labor performed or material furnished thereon.

2. That the Beneficiaries, or their duly authorized agents shall at all reasonable times have the right to enter upon said premises and inspect the same.

3. The Trustors covenant, warrant and represent that the title conveyed is a fee simple absolute title, free and clear of all encumbrances; that they will forever warrant and defend the title to the premises above mentioned to the Trustee and Beneficiaries, and their successors and assigns, against all lawful claims and demands of all persons whomsoever.

4. The following covenants No. 1, 2(\$ \_\_\_\_\_), 3, 4(7%), 5, 6, 7(Reasonable), 8 and 9 of Section 107.030 NRS are hereby adopted and made a part of this Deed of Trust.

5. The reconveyance of this Deed of Trust shall be at the cost and expense of the Trustors, or such other persons entitled to reconveyance.

6. The acceptance by said Beneficiaries of any payment of the indebtedness hereby secured shall not operate as a waiver by the Beneficiaries of any default by the Trustors made previously to such payment in any of the covenants or agreements to be made, kept and performed by the Trustors herein provided.


7. The Trustors hereby covenant and agree that neither the acceptance nor existence, now or hereafter, of any 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 such other security now held or hereafter acquired.

8. All the provisions of this instrument shall apply to and bind the legal representatives, successors and assigns of the respective parties hereto, and it is distinctly understood and agreed that the words Trustors, Grantors, Trustee, or Beneficiaries, as used in this instrument, and any pronoun referring thereto, is intended to, and does, include the masculine, feminine and neuter genders, and the singular and plural numbers; that the covenants and agreements of the Trustors or Grantors herein shall be construed to be the joint and several covenants and agreements of all persons who sign this instrument; that if any provision of this Deed of Trust be judicially declared invalid, such decision shall not affect the validity of the remaining provision, and if any sale made hereunder shall be judicially declared invalid, or deemed by the Beneficiaries to be invalid, such sale shall not exhaust the power of sale and the Trustee, at the request of the Beneficiaries, may proceed anew with the sale of this property, in order to enforce fully the provisions of this Deed of Trust.

9. Said Trustors agree that the said Trustee or its successors in interest shall not incur any liability on account of any act done or omitted to be done, in good faith, under the provisions of this Deed of Trust and that said Trustee shall be fully protected in acting upon any statement, report, order, notice, request, consent, or other paper or document believed to be genuine and signed by the proper parties.

IN WITNESS WHEREOF, the said Trustors have executed these presents the day and year first above written.

  
BLAINE A. BINGHAM

  
ELAINE F. BINGHAM

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