

61519

DEED OF TRUST

THIS DEED OF TRUST, made this 8th day of June, 1976,
by and between WILLIAM R. HULL and SHARON L. HULL, his wife, and
THOMAS H. HALPIN and LYNETTE HALPIN, his wife, and TIMOTHY J.
HALPIN and SANDRA L. HALPIN, his wife, as Trustors, and FIRST
AMERICAN TITLE COMPANY OF NEVADA, as Trustee, and JULIA MINOLETTI,
a widow, as Beneficiary;

W I T N E S S E T H:

That the said Trustors hereby grant, bargain and 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:

TOWNSHIP 20 NORTH, RANGE 53 EAST, MDB&M.

Section 18: NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, Lots 9 and 10

TOGETHER with any and all buildings and improvements
situate thereon.

TOGETHER with all water rights, waters, ditch and
ditch rights and well permits attached thereto.

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

TO HAVE AND TO HOLD said property 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 June 8th, 1976, for the principal sum of
\$16,000.00, bearing interest from the date thereof, at the rate of
NINE PERCENT (9%) per annum, said principal sum and interest being

ROSS P. EARDLEY
ATTORNEY AT LAW
463 IDAHO STREET - P.O. BOX 321
ELKO, NEVADA 89801
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payable in annual installments as more specifically set forth in said Note; said Note being executed by the Trustors herein to the said Beneficiary and payable at Eureka, Nevada, or wherever else said Beneficiary, in writing, may 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 Beneficiary and Trustee, or either of them, may or shall hereafter loan or advance to the Trustors, or any 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 any of them, to the said Trustee, or the Beneficiary, 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 Beneficiary, 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 Beneficiary, or her 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 Beneficiary and their successors and assigns, against all lawful claims and demands of all persons whomsoever.

4. It is understood that this Deed of Trust is second and subordinate to two (2) other Deeds of Trust as follows:

- A. A Deed of Trust dated June 30, 1969, wherein Fred Minoletti is Trustor, Title Insurance and Trust Company is Trustee, and Elia Cochenour is the Beneficiary, and which Deed of Trust was recorded July 28, 1969, in Book 30 of Official Records, at page 155, Eureka County Recorder's Office, Eureka, Nevada.
- B. A Deed of Trust dated August 5, 1974, wherein Fred Minoletti and Julia Minoletti are the Trustors, First National Bank of Nevada is Trustee, and Charles S. Castle and Laveeda Castle are the Beneficiaries, and which Deed of Trust was recorded September 26, 1974, in Book 50 of Official Records, at page 028, Eureka County Recorder's Office, Eureka, Nevada.

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

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

7. The acceptance by said Beneficiary of any payment of the indebtedness hereby secured shall not operate as a waiver by the Beneficiary 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.

8. 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.

9. 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 Beneficiary, 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 provisions, and if any sale made hereunder shall be judicially declared invalid, or deemed by the Beneficiary to be invalid, such sale shall not exhaust the power of the sale, and the Trustee, at the request of the Beneficiary, may proceed anew with the sale of this property, in order to enforce fully the provisions of this Deed of Trust.

10. 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 this day and year first above written.

William R. Hull
WILLIAM R. HULL

Sharon L. Hull
SHARON L. HULL

Thomas H. Halpin
THOMAS H. HALPIN

Lynette Halpin
LYNETTE HALPIN

Timothy J. Halpin
TIMOTHY J. HALPIN

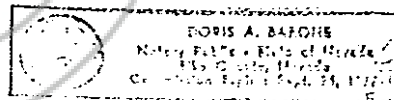
Sandra L. Halpin
SANDRA L. HALPIN

STATE OF NEVADA)
COUNTY OF ELKO) SS.

On this 8th day of June, 1976, personally appeared before me WILLIAM R. HULL and SHARON L. HULL, who acknowledged that they executed the above instrument.

STATE OF NEVADA)
COUNTY OF ELKO) SS.

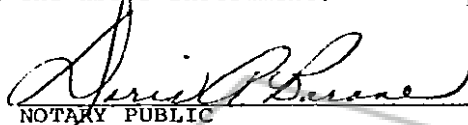
On this 8th day of June, 1976, personally appeared before me THOMAS H. HALPIN and LYNETTE HALPIN, who acknowledged that they executed the above instrument.

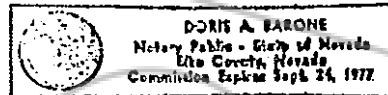


Doris A. Barone
NOTARY PUBLIC

STATE OF NEVADA)
COUNTY OF SIKO) SS.

On this 8th day of June, 1976, personally appeared before me TIMOTHY J. HALPIN and SANDRA L. HALPIN, who acknowledged that they executed the above instrument.


NOTARY PUBLIC



RECORDED AT THE REQUEST OF First American Title Co. of Nevada
on June 10, 1976, at 58 mins. past 10 A.M. in
Book 55 of OFFICIAL RECORDS, page 186-191, RECORDS OF
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder
File No. 61519 Fee \$ 8.00